# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONER'S COURT
# July 16, 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 – 43 )

**4.** Discuss, consider and take appropriate action on a line item transfer for the County Sheriff.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0570-003009 | SO/Linens/Toiletries | $8000.00 |
| To | 0100-0570-003111 | SO/Kitchen Supplies | $3300.00 |
| To | 0100-0570-003200 | SO/Medical Supplies | $4700.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0570.003306 | Food Service | $218,000.00 |
| To | 0100.0570.003307 | Pharmaceuticals | $218,000.00 |

**6.** Discuss, consider and take appropriate action on a line item transfer for Constable Pct 4.

**Fiscal Impact**

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

| | | | |
|---|---|---|---|
| From | 0100-0554-005740 | Computer Equipment > $5000 | 2302.97 |
| To | 0100-0554-004232 | Training, Conf., Seminars | 2302.97 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0200-0210-005400 | Bridges | $1,600.00 |
| To | 0200-0210-004705 | Pre-Employment Screening | $1,600.00 |

**8.** Discuss, consider and take appropriate action on a line item transfer for the County Attorney's Office.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0475.003100 | Office Supplies | $1,100.00 |
| To | 0100.0475.003398 | Video Tapes/CD/DVD | $1,100.00 |

**9.** Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0499-004500 | Hardware Maintenance | $1427.00 |
| From | 0100-0499-004505 | Software Maintenance | $480.00 |
| To | 0100-0499-003006 | Office Equipment | $1907.00 |

**10.** Discuss, consider and take appropriate action on approving property tax collections for the month of June 2019 for the Williamson County Tax Assessor/Collector.

**11.** Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 07/08/2019 for the Williamson County Tax Assessor/Collector.

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

**13.** Discuss, consider, and take appropriate action on authorizing the extension of the Bank Depository and/or Bank Sub-Depository contract 15RFP120 for the term of August 1, 2019 - July 31, 2021 for the same terms and conditions as the existing contract with Wells Fargo Bank, N.A.

**14.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**15.** Discuss, consider and take appropriate action to appoint John Pelczar to the Williamson County Benefits Committee as recommended by the Benefits Committee.

**16.** Discuss, consider and take appropriate action regarding the appointment of election Judges and Alternate Judges to serve for a one year term beginning September 1, 2019 and ending August 31, 2020.

**17.** Discuss, consider and take appropriate action for establishing the Central Counting Station and appointment of officers to serve at the Central Counting Station for the election to be held on November 5, 2019.

**18.** Discuss, consider and take appropriate action on a no-cost statement of work between Core BTS, Inc. and Williamson County for professional consulting services for the Technology Services Department.

**19.** Discuss, consider and take appropriate action on authorizing the extension of Audit and Accounting Services contract #15RFP113, for the same pricing, terms and conditions as the existing contract for the term of August 1, 2019 - July 31, 2020.

**20.** Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 279 Stabilizing, Milling, and Overlay, under IFB #1907-331.

**21.** Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Debris Materials Monitoring under RFP #1907-330.

**22.** Discuss, consider and take appropriate action on approving Addendum to Master Service Agreement with Stanley Convergent Security Solutions, Inc., originally approved on 3/5/2019 under agenda item #44, to increase the not-to-exceed amount to $250,000 and authorizing the execution of the Addendum.

**23.** Discuss, consider and take appropriate action on awarding RFQ #1811-273 Utility Coordination to the most qualified firm Cobb, Fendley & Associates, Inc., and authorizing execution of the contract for engineering services.

**24.** Discuss, consider and take appropriate action on Drainage Easement given by HoganWyatt, LP, "Grantor" to Williamson County "Grantee" as needed for construction of the Seward Junction Southwest roadway.

**25.** Discuss, consider and take appropriate action on approving the purchase of Ballistic Armor for the Williamson County Sheriff's Office in the amount of $53,409.24, pursuant to BuyBoard Contract #524-17.

**26.** Discuss, consider and take appropriate action on approving the GuideSpark Amendment No. 1 to the Master Services Agreement, June 2019 Order Form for the July Start Date and any related documents, and authorizing execution of the agreement.

**27.** Discuss, consider and take appropriate action on Supplemental Work Authorization #1 under Williamson County Contract between Balcones Geotechnical LLC and Williamson County dated January 8, 2019 for Geotechnical Engineering for Justice Center Server Room.

**28.** Discuss, consider and take appropriate action on Supplemental Work Authorization #3 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 3, 2015 for Geotechnical Engineering for North Campus Facilities.

**29.** Discuss, consider and take appropriate action on Supplemental Work Authorization #1 under Williamson County Contract between Talex, Inc and Williamson County dated February 26, 2015 for Engineering Services.

**30.** Discuss, consider and take appropriate action on awarding RFQ #1903-303 Engineering Services for Smith Branch Flood Control near Juvenile Justice Center to the most qualified firm Doucet & Associates, Inc. and authorizing execution of the contract for engineering services.

**31.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail - Traffic Signal Designs.

**32.** Discuss, consider and take appropriate action on approving a Consulting Services Agreement between Williamson County and HDR Engineering, Inc. to provide consulting services related to the Williamson County Landfill with a not-to-exceed amount of $25,000, and authorizing execution of the agreement.

**33.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects.

**34.** Discuss, consider and take appropriate action on awarding RFQ #1903-301 Professional Services Engineer - CR 258 from US HWY 183 to Sunset Ridge, to American Structurepoint, and authorizing execution of the Engineering Services Contract.

**35.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing.

**36.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing.

**37.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing.

**38.** Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on July 31, 2020 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Activities Not Related to Road Bond Activities.

**39.** Discuss, consider and take appropriate action on awarding IFB #1906-324 County Road Seal Coat FY19 to the lowest responsive bidder D.I.J. Construction, Inc., and authorizing execution of the agreement.

**40.** Discuss, consider and take appropriate action on awarding IFB #1904-311 Limestone Terrace and Quarry Rim Drive Reconstruction - Sonterra Commercial Subdivision to the lowest responsive bidder Pro Dirt Services, LLC., and authorizing execution of the agreement.

**41.** Discuss, consider and take appropriate action on the approval of the preliminary plat for the Oak Grove subdivision – Precinct 3.

**42.** Discuss, consider and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPDES General Permit (TXR150000) for CR 176 at RM 2243, a Road Bond project in Commissioner Pct. 3. Project: P 241 Funding Source: Road Bond

**43.** Discuss, consider and take appropriate action on 2 Drainage Easements and a Deed Without Warranty to the City of Georgetown regarding the Georgetown Inner Loop at Central Maintenance Facility.

## REGULAR AGENDA

**44.** Discuss, consider and take appropriate action on recognizing the Tax Assessor/Collector's office as the recipient of the Gold Level award for their participation in the Performance Quality Recognition Program of the Texas Department of Motor Vehicles.

**45.** Review and discuss the 2019 Williamson County Citizens Bond Committee Recommendations regarding Infrastructure and whether to call a bond election for November 5, 2019.

**46.** Receive and acknowledge the July 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

**47.** Discuss, consider and take appropriate action on adding language to the Budget Order to fund "Succession Planning".

**48.** Discuss, consider and take any necessary action to authorize and designate the IT Operations Director or Sr. Director of Technology Services to sign occasional Google and Apple license and related agreements pursuant to Tex. Loc. Gov't Code § 262.001(a)(3) for the express purpose of allowing the Williamson County Office of Emergency Management to have its phone app titled "WilCo Ready" available on these platforms and provide sufficient IT Department oversight for this project so long as: 1) there are no additional expenditures of funds beyond small initial license fee(s); and 2) the relevant license or terms of use are specifically related to this project.

**49.** Discuss, consider and take any appropriate action regarding the approval of the early voting by personal appearance full time polling locations and voting hours for the General Election to be held November 5, 2019.

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0570.004541 | Vehicle Repairs & Maint | $9,782.01 |

**51.** Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional revenues for the General Fund.

**Fiscal Impact**

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

| | | | |
|---|---|---|---|
| | 0100.0000.364100 | Insurance Proceeds | $9,782.01 |

**52.** Receive updates on the Department of Infrastructure projects and issues.

**53.** Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $375,000 from 2013 Road Non-Departmental (P290) to CR 110 Middle Phase 2 (P261) of $125,000 and CR 176 at RM 2243 (P241) of $250,000.

**54.** Discuss, consider and take appropriate action on Contract Amendment # 1 under Williamson County Contract for Engineering Services between Raba Kistner, Inc and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

**55.** Discuss, consider and take appropriate action on Supplemental Work Authorization #4 under Williamson County Contract between Raba Kistner, Inc. and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

**56.** Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Johnson Control Fire Protection LP per the terms of Sourcewell Contract #031517 SGL to provide upgrade of the existing Simplex 4100U to a new 4100ES, in the amount of $204,600.00, and authorizing execution of the agreement.

**57.** Discuss, consider and take appropriate action on Reimbursement Agreement between Tax Reinvestment Zone Number One (TIRZ#1), the City of Leander, Texas (City) and Williamson County (County) to reimburse the County for construction of a portion of San Gabriel Parkway from US Hwy 183 to the western boundary of TIRZ#1.

**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)."***

**58.** Discuss the Williamson County Emergency Operations Plan (EXECUTIVE SESSION as per Gov't Code Sec. 551.076).

**59.** 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

**60.** 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
h) Project Arcus
i) Project Advantage

**61.** 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) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
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) Legal briefing relating to recent pretrial litigation in Texas.
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).
u) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia
v) Case No. 1:19-cv-0170-LY; Anthony McMurray v. Brandy Hallford; In the United States District Court Western District of Texas
w) BANGL Pipeline Project

**62.** 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).

**63.** Discussions regarding security assessment relating to the Williamson County Justice Center (Executive Session as per Tex. Govt. Code §551.076 and §551.089).

REGULAR AGENDA (continued)

**63.** Discuss, consider and take appropriate action on approving a resolution adopting the new Williamson County Emergency Operations Plan.

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

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

**66.** 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) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
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) Legal briefing relating to recent pretrial litigation in Texas.
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).
u) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
v) Case No. 1:19-cv-0170-LY; Anthony McMurray v. Brandy Hallford; In the United States District Court Western District of Texas.
w) BANGL Pipeline Project

**67.** 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.

**68.** 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 12th day of July, 2019 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session** **4.**

**Meeting Date:** 07/16/2019

Line Item Transfer for County Sheriff

**Submitted For:** Robert Chody **Submitted By:** Abigail Dass, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Transferring funds to cover cost for Nitrile gloves used throughout the Williamson County Jail and also to cover shortfall in the Kitchen Supplies account to provide much needed supplies for the Kitchen Staff.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0570-003009 | SO/Linens/Toiletries | $8000.00 |
| To | 0100-0570-003111 | SO/Kitchen Supplies | $3300.00 |
| To | 0100-0570-003200 | SO/Medical Supplies | $4700.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/09/2019 03:23 PM |
| Budget Office | Ashlie Koenig | 07/09/2019 03:51 PM |
| Budget Office | Ashlie Koenig | 07/11/2019 11:48 AM |
| Form Started By: Abigail Dass | | Started On: 07/08/2019 02:22 PM |
| Final Approval Date: 07/11/2019 | | |

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 07/16/2019

Line Item Transfer for County Sheriff

**Submitted For:** Robert Chody **Submitted By:** Abigail Dass, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Transferring funds to cover shortfall to pay outstanding and upcoming invoices for Pharmacy Supplies and Services. We currently have a balance of $2837.81 in the Pharmaceutical account and still owe around $18,000.00 for May invoicing. We average around $49,000.00 to $50,000.00 per month because of the high cost of Invega (Injectable Anti-Psychotic), Prezcobix (HIV Medication), Genvoya (HIV Medication) and Biktarvy (HIV Medication). These medications along with several others cost around $1300.00 to $4000.00 per shot. We are requesting additional funding to cover outstanding May invoicing and the rest of the fiscal year for June 2019 through September 2019.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0570.003306 | Food Service | $218,000.00 |
| To | 0100.0570.003307 | Pharmaceuticals | $218,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 11:51 AM |
| Budget Office | Ashlie Koenig | 07/11/2019 01:56 PM |
| Form Started By: Abigail Dass | | Started On: 07/11/2019 10:57 AM |
| Final Approval Date: 07/11/2019 | | |

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

**Meeting Date:** 07/16/2019

Line item transfer

**Submitted By:** Brian Olson, Constable Pct. #4

**Department:** Constable Pct. #4

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Pct 4.

### Background

This line item transfer request will provide additional funds for the remainder of FY 18/19 for projected department training needs.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0554-005740 | Computer Equipment > $5000 | 2302.97 |
| To | 0100-0554-004232 | Training, Conf., Seminars | 2302.97 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/08/2019 04:44 PM |
| Budget Office | Ashlie Koenig | 07/08/2019 04:59 PM |
| Form Started By: Brian Olson | | Started On: 07/08/2019 03:32 PM |
| Final Approval Date: 07/08/2019 | | |

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

**Meeting Date:** 07/16/2019

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

**Submitted For:** Terron Evertson **Submitted By:** Daribel Texidor, Infrastructure

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

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This transfer is necessary to provide for pre-employment screening for open positions in Road and Bridge where jobs have been offered.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0200-0210-005400 | Bridges | $1,600.00 |
| To | 0200-0210-004705 | Pre-Employment Screening | $1,600.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/09/2019 08:48 AM |
| Budget Office | Ashlie Koenig | 07/09/2019 03:51 PM |
| Form Started By: Daribel Texidor | | Started On: 07/09/2019 08:39 AM |
| Final Approval Date: 07/09/2019 | | |

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

**Meeting Date:** 07/16/2019

Line Item Transfer

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Attorney's Office.

### Background

This transfer will cover the remainder of the budget year to pay for DVD's and CD's needed for our Evidence division to release discovery to attorneys.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0475.003100 | Office Supplies | $1,100.00 |
| To | 0100.0475.003398 | Video Tapes/CD/DVD | $1,100.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/10/2019 04:07 PM |
| Budget Office | Ashlie Koenig | 07/10/2019 04:09 PM |
| Form Started By: Stephanie Lloyd | | Started On: 07/10/2019 03:44 PM |
| Final Approval Date: 07/10/2019 | | |

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

**Meeting Date:** 07/16/2019

Line item transfer for the Tax Assessor Collector

**Submitted For:** Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector.

### Background

This line item transfer will be utilized to purchase a heavy duty sheetfed scanner. There is a large volume of motor vehicle documents that need to be scanned into Laserfiche for easier access in the future. The documents include disabled placard applications, Power of Attorney documents, farm applications, Limited Power of Attorney, transfer of title, and numerous other documents. Currently these documents are boxed up and to access any particular item, an employee would have to take time to go to the warehouse and locate the document. Laserfiche access would make this process more efficient and lower cost on travel.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0499-004500 | Hardware Maintenance | $1427.00 |
| From | 0100-0499-004505 | Software Maintenance | $480.00 |
| To | 0100-0499-003006 | Office Equipment | $1907.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/05/2019 08:06 AM |
| Budget Office | Ashlie Koenig | 07/08/2019 04:58 PM |
| Form Started By: Judy Kocian | | Started On: 07/03/2019 08:07 AM |
| Final Approval Date: 07/08/2019 | | |

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

**Meeting Date:** 07/16/2019

Property Tax Collections – June 2019

**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 collections for the month of June 2019 for the Williamson County Tax Assessor/Collector.

**Background**

## Fiscal Impact

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

## Attachments

060119-063019 GWI-RFM

060119-063019 GWI-RFM Graph

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 10:30 AM |
| Form Started By: Renee Clark | | Started On: 07/11/2019 10:20 AM |
| Final Approval Date: 07/11/2019 | | |

# YEAR TO DATE - COLLECTION REPORT
## Williamson County - GWI/RFM Property Taxes
## June 30, 2019

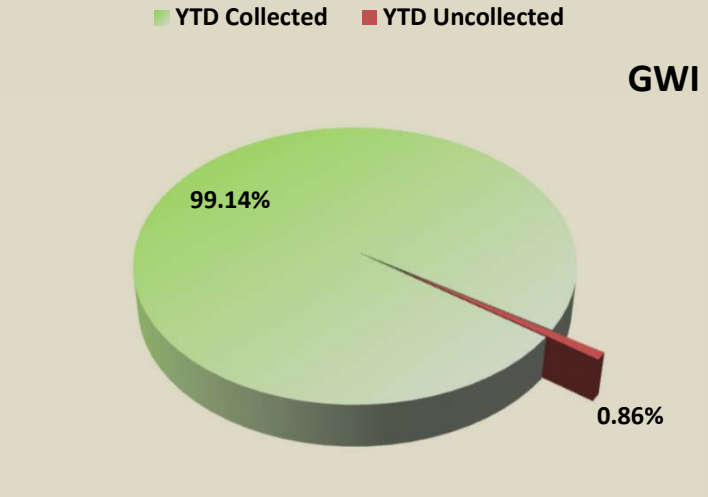
| Williamson County General Fund | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | $263,787,849.87 | $1,635,334.91 | $265,423,184.78 | $342,264.60 | $46,710.08 | ($0.72) | $2,280,722.74 | $263,142,462.04 | 99.14% | 99.31% | 99.99% |
| 2017 & Prior | $2,225,417.94 | ($180,723.27) | $2,044,694.67 | $47,752.31 | $22,042.93 | ($2.04) | $1,537,154.62 | $507,540.05 | 24.82% | 33.73% | |
| Rollbacks | $728,423.87 | $607,234.37 | $1,335,658.24 | $12,345.03 | $2,016.40 | $0.00 | $223,763.20 | $1,111,895.04 | 83.25% | 83.65% | |
| Total All | $266,741,691.68 | $2,061,846.01 | $268,803,537.69 | $402,361.94 | $70,769.41 | ($2.76) | $4,041,640.56 | $264,761,897.13 | 98.50% | 98.73% | |

| Williamson County RFM | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | $24,985,918.49 | $161,982.57 | $25,147,901.06 | $32,403.26 | $4,432.39 | ($0.06) | $211,474.31 | $24,936,426.75 | 99.16% | 99.33% | 99.99% |
| 2017 & Prior | $192,611.74 | ($15,047.29) | $177,564.45 | $4,383.02 | $2,051.02 | ($0.11) | $129,780.13 | $47,784.32 | 26.91% | 36.30% | |
| Rollbacks | $66,026.36 | $55,097.96 | $121,124.32 | $1,120.59 | $183.21 | $0.00 | $20,285.43 | $100,838.89 | 83.25% | 83.65% | |
| Total All | $25,244,556.59 | $202,033.24 | $25,446,589.83 | $37,906.87 | $6,666.62 | ($0.17) | $361,539.87 | $25,085,049.96 | 98.58% | 98.81% | |

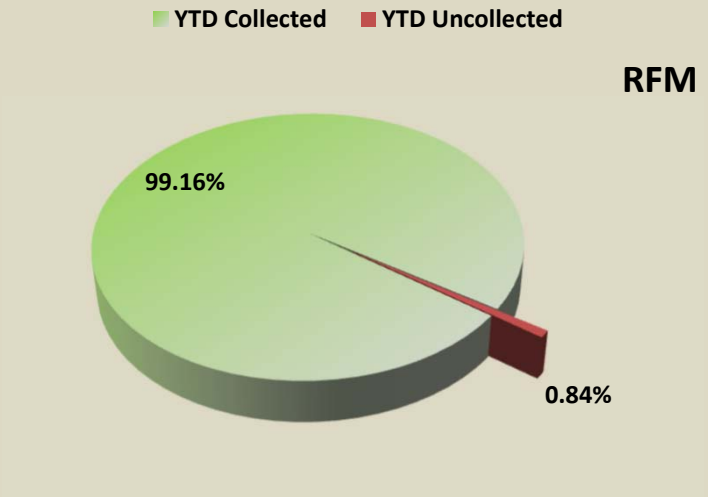
2018 COMBINED MONTHLY BREAKDOWN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Oct-18 | $291,986,248.27 | $55,422.48 | $292,041,670.75 | $6,698,736.54 | $24,058.16 | $414.39 | $285,342,519.82 | $6,699,150.93 |
| Nov-18 | $292,041,670.75 | $2,035,779.11 | $294,077,449.86 | $14,472,004.24 | $14,623.51 | $1,863.91 | $272,904,430.78 | $21,173,019.08 |
| Dec-18 | $294,077,449.86 | $76,514.79 | $294,153,964.65 | $158,358,138.96 | $60,078.22 | $727.80 | $114,622,078.81 | $179,531,885.84 |
| Jan-19 | $294,153,964.65 | ($57,508.46) | $294,096,456.19 | $101,169,093.22 | $22,671.14 | $1,695.46 | $13,393,781.67 | $280,702,674.52 |
| Feb-19 | $294,096,456.19 | $0.00 | $294,096,456.19 | $3,821,135.46 | $187,029.58 | ($69,405.40) | $9,642,051.61 | $284,454,404.58 |
| Mar-19 | $294,096,456.19 | $84,953.76 | $294,181,409.95 | $2,297,237.96 | $115,427.68 | $1.54 | $7,429,765.87 | $286,751,644.08 |
| Apr-19 | $294,181,409.95 | $127,325.42 | $294,308,735.37 | $818,370.83 | $90,598.10 | $1,924.41 | $6,736,796.05 | $287,571,939.32 |
| May-19 | $294,308,735.37 | $9,863.88 | $294,318,599.25 | $1,801,637.48 | $99,801.95 | $33,104.41 | $4,911,918.04 | $289,406,681.21 |
| Jun-19 | $294,318,599.25 | $68,472.45 | $294,387,071.70 | $440,268.81 | $77,436.03 | ($2.93) | $4,403,180.43 | $289,846,947.09 |

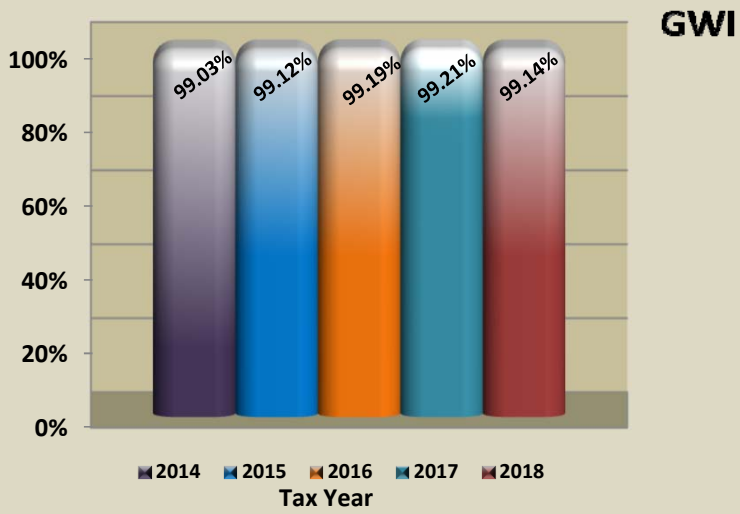
## Year to Date Collection Report
## June 1-30, 2019



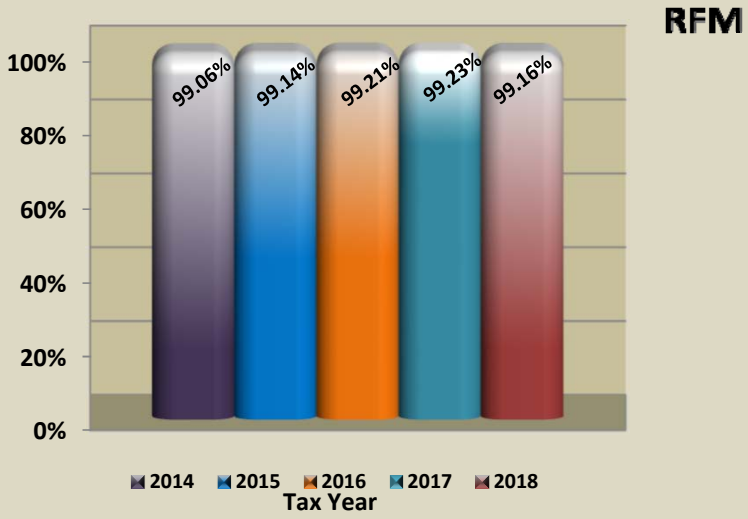

## Year to Date Collection Report
## June 1-30, 2019




## Percent of Roll Collected Comparison
## June 2014- 2019




## Percent of Roll Collected Comparison
## June 2014- 2019



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

**Meeting Date:** 07/16/2019

Property Tax Refunds – Over 2500 – Thru 07/08/2019

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

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 07/08/2019 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

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

**Attachments**

060719-070819 Refunds Over 2500

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/08/2019 03:45 PM |
| Form Started By: Renee Clark | | Started On: 07/08/2019 03:16 PM |
| Final Approval Date: 07/08/2019 | | |

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: July 8, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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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
060719-070819

| Type | Date | Num | Name | Memo | Amount |
|---|---|---|---|---|---|
| **Refunds Payable - Taxpayers** | | | | | |
| Check | 07/08/2019 | 71430 | DEBORAH B LANGEHENNIG | R416660 - Overpayment | -5,432.67 |
| Check | 07/08/2019 | 71431 | CAPITAL TITLE OF TEXAS LLC | Multiple Accounts - Overpayments | -2,510.67 |
| Total Refunds Payable - Taxpayers | | | | | -7,943.34 |
| **TOTAL** | | | | | **-7,943.34** |

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

**Meeting Date:** 07/16/2019

Compensation Items

**Submitted By:** Sharon Graham, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

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

**Attachments**

Merit Report

Merit LIT

Merit Budget

Position Changes

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Human Resources (Originator) | Tammy Fennell | 07/10/2019 05:41 PM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:12 AM |
| Form Started By: Sharon Graham | | Started On: 07/10/2019 02:03 PM |
| Final Approval Date: 07/11/2019 | | |

| Department | Position | Emp Number | Current Annual Salary | Merit Amount | Merit % | New Annual Salary | One Time Lumpsum Merit | Pay Proposal Reason | Effective Date of Change |
|---|---|---|---|---|---|---|---|---|---|
| County Judge | Customer Service Admin I.0718.001100. | 11355 | $57,364.84 | | 3.00 | $57,364.84 | $1,720.95 | MERIT | 19-Jul-19 |
| Commissioners Court | Public Affairs Mgr.0720.001100. | 10138 | $85,186.14 | | 2.00 | $85,186.14 | $1,703.72 | MERIT | 19-Jul-19 |
| HUD CDBG | Comm Dev Administrator.0939.001100. | 10291 | $85,186.14 | | 2.00 | $85,186.14 | $1,703.72 | MERIT | 19-Jul-19 |
| Budget Office | Assistant Budget Officer.1803.001100. | 14427 | $78,981.24 | $1,716.26 | 2.17 | $80,697.50 | | MERIT | 19-Jul-19 |
| County Judge | Exec Asst Co Judge.0714.001100. | 1306 | $81,827.72 | $441.74 | 0.54 | $82,269.46 | | MERIT | 19-Jul-19 |
| Juvenile Services | Office Spec Juv.1173.001100. | 11218 | $37,743.26 | $754.87 | 2.00 | $38,498.14 | | MERIT | 19-Jul-19 |
| Juvenile Services | Juv Supervision Offcr I.1133.001100. | 14721 | $36,533.95 | $730.68 | 2.00 | $37,264.64 | | MERIT | 19-Jul-19 |

| | | | | (TO) | (FROM) |
|---|---|---|---|---|---|
| entity | fund | dept | object | dr | cr |
| 01 | 0100 | 0576 | 001100 | 1485.56 | |
| 01 | 0100 | 0576 | 001130 | | 1485.56 |
| 01 | 0100 | 0400 | 001100 | 2162.69 | |
| 01 | 0100 | 0400 | 002010 | 165.45 | |
| 01 | 0100 | 0400 | 002020 | 303.43 | |
| 01 | 0100 | 0401 | 001100 | 1703.72 | |
| 01 | 0100 | 0401 | 002010 | 130.33 | |
| 01 | 0100 | 0401 | 002020 | 239.03 | |
| 01 | 0100 | 0491 | 001100 | 1716.26 | |
| 01 | 0100 | 0491 | 002010 | 131.29 | |
| 01 | 0100 | 0491 | 002020 | 240.79 | |
| 01 | 0100 | 8001 | 001130 | | 5582.67 |
| 01 | 0100 | 8001 | 002010 | | 427.07 |
| 01 | 0100 | 8001 | 002020 | | 783.25 |

| Organization | Position | Emp_Num | Current Annual Sal | Annual Merit Amt | Periodic Merit% | Requested/New Annual Sal | One Time Lumpsum Merit | Pay Proposal Reason | PCN | Budget Amt | Merit | Adjusted Budget Amt |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| County Judge | Customer Service Admin I.0718.001100. | 11355 | 57364.84 | $ - | | 57364.84 | $ 1,720.95 | MERIT | 718 | $ 57,364.88 | $ 1,720.95 | $ 57,364.88 |
| County Judge | Exec Asst Co Judge.0714.001100. | 1306 | 81827.72 | $ 441.74 | 0.539841511 | 82269.46 | | MERIT | 714 | $ 81,827.76 | $ 441.74 | $ 82,269.50 |
| Commissioners Court | Public Affairs Mgr.0720.001100. | 10138 | 85186.14 | $ - | | 85186.14 | $ 1,703.72 | MERIT | 720 | $ 85,186.22 | $ 1,703.72 | $ 85,186.14 |
| Budget Office | Assistant Budget Officer.1803.001100. | 14427 | 78981.24 | $ 1,716.26 | 2.172997031 | 80697.5 | | MERIT | 1803 | $ 78,981.24 | $ 1,716.26 | $ 80,697.50 |
| | | | | $ 5,582.67 | | | | | | | | |
| HUD CDBG | Comm Dev Administrator.0939.001100. | 10291 | 85186.14 | $ - | | 85186.14 | $ 1,703.72 | MERIT | 939 | $ 85,186.14 | $ 1,703.72 | $ 85,186.14 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Juvenile Services | Office Spec Juv.1173.001100. | 11218 | 37743.264 | $ 754.87 | 2.000022044 | 38498.1376 | | MERIT | 1173 | $ 37,743.26 | $ 754.87 | $ 38,498.13 |
| Juvenile Services | Juv Supervision Offcr I.1133.001100. | 14721 | 36533.952 | $ 730.68 | 2.000011387 | 37264.6352 | | MERIT | 1133 | $ 44,332.25 | $ 730.68 | $ 45,062.93 |
| | | | | $ 1,485.56 | | | | | | | | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|
| County Court at Law 2 | 0701 | 13860 | $57,346.84 | N/A | $57,346.84 | N/A | N/A | N/A | Title and Grade Change: Court Admin I (B.22) to Court Admin II (B.24) - change per job specific employee policy for Court Administrators | 6/28/2019 |
| County Court at Law 3 | 0705 | 13204 | N/A | $47,409.18 | $68,597.10 | N/A | N/A | N/A | Title and Grade Change: Court Admin III (B.26) to Court Admin I (B.22) - change per job specific employee policy for Court Administrators | 6/28/2019 |

*Amount may vary slightly due to Oracle rounding

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

**Meeting Date:** 07/16/2019

15RFP120 renewal period 1 for Bank Depository and/or Bank Sub-Depository

**Submitted For:** Randy Barker **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of the Bank Depository and/or Bank Sub-Depository contract 15RFP120 for the term of August 1, 2019 - July 31, 2021 for the same terms and conditions as the existing contract with Wells Fargo Bank, N.A.

### Background

This is the renewal option period 1 for this contract. The Williamson County Treasurer requested renewal of this contract term. Funding Source is 01.0100.0497.004219 Bank Charges and was approved in the FY19 budget.

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## Fiscal Impact

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

## Attachments

15RFP120 Renewal

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 09:03 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:10 AM |
| Form Started By: Dianne West | | Started On: 07/01/2019 02:40 PM |
| Final Approval Date: 07/11/2019 | | |

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Services | **Department:** | Williamson County Treasurer |
| **Vendor Name:** | Wells Fargo Bank N. A. | | |
| **Vendor Address:** | 4801 Southwest Parkway, Bldg 1, Suite 150, Austin, TX 78735 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Bank Depository And/Or Bank Sub-Depository | | | |
| **P.O./Contract Number:** | 15RFP120 | **Effective Date:** | 08/01/2019 |
| **Purchaser/Contract Specialist:** | Dianne West | **Expiration Date:** | 07/31/2021 |
| **Requested By:** | Scott Heselmeyer, County Treasurer | | |
| **Detailed description of renewal of product and/or service.** | | | |

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

| | |
|---|---|
| Renewal Option Period 1 | August 1, 2019 – July 31, 2021 |
| Initial Contract Period | August 1, 2015 – July 31, 2019 |

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

Vendor Wells Fargo Bank, N.A.

Name Andrew B. Deskins

Title Senior Vice President

Signature _____

Date 7/3/2019

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

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

**Meeting Date:** 07/16/2019

Justice of the Peace 4 June 2019 Monthly Report

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

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

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

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**Fiscal Impact**

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

**Attachments**

JP4 EOM JUNE 2019

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/10/2019 08:02 AM |
| Form Started By: Veronica Bolander | | Started On: 07/09/2019 06:27 PM |
| Final Approval Date: 07/10/2019 | | |

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

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

**Before me, the undersigned authority, on this day personally appeared Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of June 2019.**

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

S Hackenberg

**STACY HACKENBERG**
**JUSTICE OF THE PEACE**
**PRECINCT FOUR**

**On this 9th day of July 2019, to certify which witness my hand and seal of office.**

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

Veronica Bolander

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

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

**Payment Register: Summary Section**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 06/01/2019-06/30/2019**

**Date Printed:** 7/3/2019
**Time Printed:** 4:01:37PM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| COPIES | COPIES | 3 | 15.75 | 15.75 | 5.25 | 0.00 | 0.00 | 0.00 | 10.50 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| EVICTION | EVICTION FILING FEE | 85 | 2,125.00 | 2,125.00 | 200.00 | 875.00 | 0.00 | 0.00 | 1,050.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| INDIGENT | CIVIL INDIGENT FEE | 209 | 1,230.00 | 1,230.00 | 60.00 | 906.00 | 0.00 | 0.00 | 264.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208822 |
| SERVE 4 | CONSTABLE PRECINCT 4 SEF | 114 | 7,980.00 | 7,980.00 | 630.00 | 3,290.00 | 0.00 | 0.00 | 4,060.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |
| SMALLCLAM | SMALL CLAIMS FILING FEE | 6 | 150.00 | 150.00 | 25.00 | 75.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT POSS | WRIT OF POSSESSION | 20 | 90.00 | 90.00 | 10.00 | 25.00 | 0.00 | 0.00 | 55.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WSERVE 4 | CONSTABLE PRECINCT 4 - W | 20 | 2,700.00 | 2,700.00 | 300.00 | 750.00 | 0.00 | 0.00 | 1,650.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |

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

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AUTOPSY | COPIES OF AUTOPSIES | 4 | 20.00 | 20.00 | 0.00 | 10.00 | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CERTCOPIE | CERTIFIED COPIES | 9 | 18.00 | 18.00 | 6.00 | 0.00 | 0.00 | 0.00 | 12.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DEBTCLAIM | DEBTCLAIM | 117 | 2,825.00 | 2,825.00 | 0.00 | 2,825.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| EF | E-FILING STATE FEE | 209 | 2,050.00 | 2,050.00 | 100.00 | 1,510.00 | 0.00 | 0.00 | 440.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20802 |
| JCPTF | JUDICIAL COURT PERSOI | 209 | 1,025.00 | 1,025.00 | 50.00 | 755.00 | 0.00 | 0.00 | 220.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20835 |
| OCC LICENSE | OCCUPATIONAL LICENSE | 1 | 25.00 | 25.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| TCF | TRUANT CONDUCT FEE | 7 | 275.00 | 275.00 | 100.00 | 0.00 | 0.00 | 0.00 | 175.00 | 0.00 | 0.00 | 0.00 | 01-0369-0000-34191 |
| TRUANCY CC | TRUANCY CONTEMPT FI | 3 | 300.00 | 300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 | 0.00 | 0.00 | 0.00 | 0100-0000-351304 |
| WRIT GARN | WRIT OF GARNISHMENT | 6 | 30.00 | 30.00 | 0.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |

| TOTALS SUMMARY | 1022 | 20,858.75 | 20,858.75 | 1,511.25 | 11,051.00 | 0.00 | 0.00 | 8,296.50 | $0.00 | 0.00 | 0.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | | |
| **Cash** | $1,511.25 | | | **CSR Credit** | $0.00 | **Post for Refund** | $0.00 |
| **Checks** | $11,051.00 | | | **Jail Credit** | $0.00 | **Over Payments** | $0.00 |
| **Money Orders** | $0.00 | | | **Non-Monetary** | $0.00 | | |
| **Credit Cards :** | $8,296.50 | **Escrow Payments** | $0.00 | **Transaction Fee** | $0.00 | | |

| TOTAL CURRENCY | $20,858.75 | ESCROW PAID | $0.00 | TRAN. FEES | $0.00 | TOTAL | $0.00 | TOTAL PAID | $0.00 |
|---|---|---|---|---|---|---|---|---|---|

Detailed report has been sent to Auditor's Office.

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

**Payment Register: GL Code Recap**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 06/01/2019-06/30/2019**

**Date Printed:** 7/3/2019
**Time Printed:** 4:01:37PM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-341804 | | 1,261.25 | 1,187.50 | 0.00 | 0.00 | 0.00 | 2,448.75 |
| 0100-0000-341904 | | 4,970.00 | 5,710.00 | 0.00 | 0.00 | 0.00 | 10,680.00 |
| 0100-0000-351304 | | 0.00 | 300.00 | 0.00 | 0.00 | 0.00 | 300.00 |
| 0100.0000.341804 | | 2,850.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,850.00 |
| 0399-0000-208822 | | 966.00 | 264.00 | 0.00 | 0.00 | 0.00 | 1,230.00 |
| 01-0399-0000-208022 | E-FILING STATE FEE FOR CIVIL | 1,610.00 | 440.00 | 0.00 | 0.00 | 0.00 | 2,050.00 |
| 01-0369-0000-341917 | TRUANT CONDUCT FEE | 100.00 | 175.00 | 0.00 | 0.00 | 0.00 | 275.00 |
| 01-0399-0000-208354 | JUDICIAL COURT PERSONNEL TRAI | 805.00 | 220.00 | 0.00 | 0.00 | 0.00 | 1,025.00 |
| **TOTALS :** | | 12,562.25 | 8,296.50 | 0.00 | 0.00 | 0.00 | 20,858.75 |

Detailed report has been sent to Auditor's Office.

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

**Payment Register: Summary Section**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 06/01/2019-06/30/2019**

**Date Printed:** 7/3/2019
**Time Printed:** 9:04:01AM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AFCAF | COUNTY ARREST FEE | 102 | 295.83 | 243.46 | 25.31 | 0.00 | 43.62 | 0.00 | 174.53 | 47.37 | 0.00 | 5.00 | 0100-0000-341804 |
| AFDPS | DPS ARREST FEE | 97 | 356.24 | 269.44 | 35.71 | 0.00 | 52.55 | 0.00 | 181.18 | 81.80 | 5.00 | 0.00 | 0399-0000-208400 |
| AFPWA | PARKS & WILDLIFE ARREST | 12 | 57.60 | 52.60 | 20.00 | 0.00 | 5.00 | 0.00 | 27.60 | 5.00 | 0.00 | 0.00 | 0399-0000-208400 |
| CAF | COUNTY ARREST FEE | 1 | 5.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CS | CHILD SAFETY | 8 | 121.43 | 101.43 | 0.72 | 0.00 | 0.00 | 0.00 | 100.71 | 20.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DIS | DISMISSAL FEE | 7 | 70.00 | 70.00 | 40.00 | 0.00 | 0.00 | 0.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DLQ | DELINQUENT COLLECTIONS | 31 | 1,900.07 | 1,793.54 | 68.39 | 0.00 | 446.38 | 0.00 | 1,278.77 | 0.00 | 0.00 | 106.53 | 01.0100.0000.20701 |
| DSC | DEFENSIVE DRIVING | 38 | 287.98 | 287.98 | 36.32 | 0.00 | 118.80 | 0.00 | 132.86 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| FINE | FINE | 318 | 31,888.98 | 15,925.08 | 1,815.10 | 0.00 | 2,861.25 | 0.00 | 11,248.73 | 15,948.90 | 15.00 | 0.00 | 0100-0000-351304 |
| PWF | PARKS AND WILDLIFE FINE | 16 | 1,096.50 | 971.50 | 242.00 | 0.00 | 200.00 | 0.00 | 529.50 | 40.00 | 85.00 | 0.00 | 0100-0000-209600 |
| TFC | TRAFFIC | 135 | 260.56 | 227.34 | 22.16 | 0.00 | 53.86 | 0.00 | 151.32 | 30.22 | 0.00 | 3.00 | 0100-0000-341804 |

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

Detailed report has been sent to Auditor's Office.

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ABSTRACT | ABSTRACT OF JUDGMEN | 1 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0100-0000-341804 |
| AFBPD | BARTLETT POLICE DEPAI | 2 | 10.00 | 10.00 | 0.00 | 0.00 | 5.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| C1W. | CONSTABLE 1 WARRANT | 8 | 250.00 | 162.40 | 0.00 | 0.00 | 100.00 | 0.00 | 62.40 | 87.60 | 0.00 | 0.00 | 0100-0000-341911 |
| C3W. | CONSTABLE 3 WARRANT | 8 | 197.57 | 197.57 | 10.23 | 0.00 | 100.00 | 0.00 | 87.34 | 0.00 | 0.00 | 0.00 | 0100-0000-341913 |
| C4W. | CONSTABLE 4 WARRANT | 67 | 1,617.93 | 867.93 | 101.14 | 0.00 | 22.40 | 0.00 | 744.39 | 750.00 | 0.00 | 0.00 | 0100-0000-341914 |
| CCC | CONSOLIDATED COURT ( | 242 | 6,441.29 | 4,967.95 | 695.78 | 0.00 | 889.45 | 0.00 | 3,382.72 | 1,393.34 | 40.00 | 40.00 | 0399-0000-208160 |
| CHS | COURTHOUSE SECURITY | 242 | 483.23 | 372.73 | 52.25 | 0.00 | 66.72 | 0.00 | 253.76 | 104.50 | 3.00 | 3.00 | 0360-0000-341150 |
| CHS2 | COURTHOUSE SECURITY | 1 | 0.17 | 0.17 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0361-0000-341154 |
| CHS2A | COURTHOUSE SECURITY | 240 | 160.76 | 123.93 | 17.24 | 0.00 | 22.23 | 0.00 | 84.46 | 34.83 | 1.00 | 1.00 | 0361-0000-341154 |
| COM | COMMITMENT | 76 | 275.09 | 67.92 | 6.67 | 0.00 | 23.77 | 0.00 | 37.48 | 207.17 | 0.00 | 0.00 | 0100-0000-341804 |
| CWF | WILLIAMSON COUNTY W | 21 | 777.27 | 53.51 | 8.40 | 0.00 | 15.21 | 0.00 | 29.90 | 723.76 | 0.00 | 0.00 | 0100-0000-341804 |
| GWF | GRANGER POLICE DEPAF | 1 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0100-0000-341804 |
| HISDPD | HUTTO ISD POLICE DEPT | 1 | 1.39 | 1.39 | 0.00 | 0.00 | 0.00 | 0.00 | 1.39 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| HWF | HUTTO POLICE DEPARTM | 7 | 271.72 | 21.72 | 8.16 | 0.00 | 0.00 | 0.00 | 13.56 | 250.00 | 0.00 | 0.00 | 0100-0000-341804 |
| IDF | INDIGENT DEFENSE FEE | 240 | 321.48 | 247.81 | 34.47 | 0.00 | 44.47 | 0.00 | 168.87 | 69.67 | 2.00 | 2.00 | 0399.0000.208703 |
| JCM | JUVENILE CASE MANAGI | 236 | 788.21 | 619.04 | 86.20 | 0.00 | 111.17 | 0.00 | 421.67 | 159.17 | 5.00 | 5.00 | 0103690000370000 |
| JCTF | JUSTICE COURT TECHNO | 242 | 644.26 | 496.93 | 69.63 | 0.00 | 88.94 | 0.00 | 338.36 | 139.33 | 4.00 | 4.00 | 0372-0000-341144 |
| JRF | STATE JURY REIMBURSEI | 241 | 643.67 | 496.34 | 69.63 | 0.00 | 88.94 | 0.00 | 337.77 | 139.33 | 4.00 | 4.00 | 0399-0000-208235 |
| JSF | JUDICIAL SUPPORT FEE | 241 | 965.14 | 744.14 | 104.10 | 0.00 | 133.41 | 0.00 | 506.63 | 209.00 | 6.00 | 6.00 | 0399-0000-208352 |
| MV | STATE CIVIL JUSTICE DA | 138 | 9.20 | 8.02 | 1.17 | 0.00 | 1.73 | 0.00 | 5.12 | 1.08 | 0.00 | 0.10 | 0399-0000-208415 |
| OGW | OVER GROSS WEIGHT | 2 | 850.00 | 850.00 | 0.00 | 0.00 | 0.00 | 0.00 | 850.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208850 |
| REL | RELEASE | 76 | 275.09 | 67.92 | 6.67 | 0.00 | 23.77 | 0.00 | 37.48 | 207.17 | 0.00 | 0.00 | 0100-0000-341804 |
| RRWF | ROUND ROCK POLICE DE | 14 | 580.02 | 170.08 | 0.00 | 0.00 | 0.00 | 0.00 | 170.08 | 409.94 | 0.00 | 0.00 | 0100-0000-341804 |
| SPF | SPECIAL PROCESSING FE | 12 | 1,005.89 | 1,005.89 | 100.00 | 0.00 | 0.00 | 0.00 | 905.89 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| STF | STATE TRAFFIC FEE | 134 | 2,596.86 | 2,264.65 | 221.42 | 0.00 | 530.11 | 0.00 | 1,513.12 | 302.21 | 0.00 | 30.00 | 0399-0000-208425 |
| SUB | SUBPOENA FEE | 7 | 15.10 | 15.10 | 0.54 | 0.00 | 0.00 | 0.00 | 14.56 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| SUM | SUMMONS FEE | 27 | 95.43 | 50.43 | 10.72 | 0.00 | 3.80 | 0.00 | 35.91 | 45.00 | 0.00 | 0.00 | 0100-0000-341914 |
| TP | TIME PAYMENT | 119 | 1,542.12 | 815.28 | 67.86 | 0.00 | 149.97 | 0.00 | 597.45 | 701.84 | 25.00 | 0.00 | 0399-0000-208860 |
| TP-CO | TIME PAYMENT COUNTY | 6 | 6.44 | 6.44 | 0.00 | 0.00 | 1.78 | 0.00 | 4.66 | 0.00 | 0.00 | 0.00 | 01-0100-000-342860 |
| TPDF | TRUANCY PREVENTION / | 216 | 294.91 | 239.24 | 33.32 | 0.00 | 42.47 | 0.00 | 163.45 | 51.67 | 2.00 | 2.00 | 01-0399-0000-20803 |
| TP-ST | TIME PAYMENT STATE | 6 | 32.14 | 32.14 | 0.00 | 0.00 | 8.88 | 0.00 | 23.26 | 0.00 | 0.00 | 0.00 | 0399-0000-208860 |
| TWF | TAYLOR POLICE DEPART | 9 | 279.62 | 79.62 | 29.62 | 0.00 | 0.00 | 0.00 | 50.00 | 200.00 | 0.00 | 0.00 | 0100-0000-341804 |

Detailed report has been sent to Auditor's Office.

| TOTALS SUMMARY | 3648 | 57,615.56 | 35,003.66 | 4,046.10 | 0.00 | 6,255.68 | 0.00 | 24,701.88 | $22,414.90 | 197.00 | 211.63 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | |
| **Cash** | $4,046.10 | | | **CSR Credit** | $197.00 | **Post for Refund** $0.00 |
| **Checks** | $0.00 | | | **Jail Credit** | $22,414.90 | |
| **Money Orders** | $6,255.68 | | | | | **Over Payments** $0.00 |
| **Credit Cards :** | $24,701.88 | **Escrow Payments** | $0.00 | **Non-Monetary** | $211.63 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **TOTAL CURRENCY** | $35,003.66 | **ESCROW PAID** | $0.00 | **TRAN. FEES** | $0.00 | **TOTAL** | $22,823.53 | **TOTAL PAID** | $0.00 |

Detailed report has been sent to Auditor's Office.

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

**Payment Register: GL Code Recap**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 06/01/2019-06/30/2019**

**Date Printed:** 7/3/2019
**Time Printed:** 9:04:01AM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-209600 | | 442.00 | 529.50 | 125.00 | 0.00 | 0.00 | 1,096.50 |
| 0100-0000-341804 | | 573.06 | 1,840.20 | 2,158.63 | 0.00 | 0.00 | 4,571.89 |
| 0100-0000-341911 | | 100.00 | 62.40 | 87.60 | 0.00 | 0.00 | 250.00 |
| 0100-0000-341913 | | 110.23 | 87.34 | 0.00 | 0.00 | 0.00 | 197.57 |
| 0100-0000-341914 | | 138.60 | 794.86 | 795.00 | 0.00 | 0.00 | 1,728.46 |
| 0100-0000-351304 | | 4,676.35 | 11,248.73 | 15,963.90 | 0.00 | 0.00 | 31,888.98 |
| 0360-0000-341150 | | 118.97 | 253.76 | 110.50 | 0.00 | 0.00 | 483.23 |
| 0361-0000-341154 | | 39.64 | 84.46 | 36.83 | 0.00 | 0.00 | 160.93 |
| 0372-0000-341144 | | 158.57 | 338.36 | 147.33 | 0.00 | 0.00 | 644.26 |
| 0399-0000-208160 | | 1,585.23 | 3,382.72 | 1,473.34 | 0.00 | 0.00 | 6,441.29 |
| 0399-0000-208235 | | 158.57 | 337.77 | 147.33 | 0.00 | 0.00 | 643.67 |
| 0399-0000-208352 | | 237.51 | 506.63 | 221.00 | 0.00 | 0.00 | 965.14 |
| 0399-0000-208400 | | 113.26 | 208.78 | 91.80 | 0.00 | 0.00 | 413.84 |
| 0399-0000-208425 | | 751.53 | 1,513.12 | 332.21 | 0.00 | 0.00 | 2,596.86 |
| 0399-0000-208850 | | 0.00 | 850.00 | 0.00 | 0.00 | 0.00 | 850.00 |
| 0399-0000-208860 | | 226.71 | 620.71 | 726.84 | 0.00 | 0.00 | 1,574.26 |
| 0399.0000.208703 | | 78.94 | 168.87 | 73.67 | 0.00 | 0.00 | 321.48 |
| 0399-0000-208415 | | 2.90 | 5.12 | 1.18 | 0.00 | 0.00 | 9.20 |
| 01.0100.0000.207017 | DLQ FEE | 514.77 | 1,278.77 | 106.53 | 0.00 | 0.00 | 1,900.07 |
| 0103690000370000 | JUVENILE CASE MANAGER FUND | 197.37 | 421.67 | 169.17 | 0.00 | 0.00 | 788.21 |
| 01-0399-0000-208034 | TRUANCY PREVENTION AND DIVEI | 75.79 | 163.45 | 55.67 | 0.00 | 0.00 | 294.91 |
| 01-0100-000-342860 | TIME PAYMENT COUNTY | 1.78 | 4.66 | 0.00 | 0.00 | 0.00 | 6.44 |
| **TOTALS :** | | 10,301.78 | 24,701.88 | 22,823.53 | 0.00 | 0.00 | 57,827.19 |

Detailed report has been sent to Auditor's Office.

CRIMINAL

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

**Meeting Date:** 07/16/2019

Williamson County Benefits Committee Member Selection

**Submitted For:** Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to appoint John Pelczar to the Williamson County Benefits Committee as recommended by the Benefits Committee.

**Background**

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**Fiscal Impact**

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

**Attachments**

Benefit Committee Terms July 2019

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/09/2019 04:15 PM |
| Form Started By: Shelley Loughrey | | Started On: 07/09/2019 02:15 PM |
| Final Approval Date: 07/09/2019 | | |

# Williamson County Benefits Committee Member Terms

| | |
|---|---|
| **Term Non-Expiring** | *County Judge |
| **Term Non-Expiring** | *Commissioner |
| **Term Expires - December 31, 2020** | John Pelczar |
| **Term Expires - December 31, 2020** | Terron Evertson |
| **Term Expires - December 31, 2022** | Dr. Lori Palazzo |
| **Term Expires - December 31, 2019**** | Cathy Mendoza |
| **Term Expires - December 31, 2019**** | Jay Schade - Chairman |

**History:**

*County Judge is a permanent position on the Benefits Committee and is not included in the rotation.

BC Mtg. 9-20-2017 - *Commissioner's position term periods removed. Change member term's to (3) Years, terms to begin in January 1st Non-Expiring.

BC Agenda: 5/15/2019 Motion: Recommend Dr. Loria Palazzo to fill the vacant position formerly held by John Teel, Term to expire on 12/31/2022.

BC Mtg. 7-9-2019 Motion: Recommend John Pelczar to fill Scott Parker's position, due to his upcoming retirement and to ensure John is able to receive the required training at the upcoming Annual IFEBP Conference in October 2019.

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**Upcoming committee member vacancies:**

**Cathy Mendoza Term to expire on 12/31/2019
**Jay Schade Term to expire on 12/31/2019

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

**Meeting Date:** 07/16/2019

Appointment of Election Judges and Alternate Judges for term 9/1/2019 thru 8/31/2020

**Submitted For:** Chris Davis **Submitted By:** Kay Proud, Elections

**Department:** Elections

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the appointment of election Judges and Alternate Judges to serve for a one year term beginning September 1, 2019 and ending August 31, 2020.

**Background**

Pursuant to Texas Election Code Chapter 32, Appointment of Election Judges, the county chairs of the Republican Party and Democratic Party have provided names for Judges and Alternate Judges to serve as election officials for a one year term beginning on September 1, 2019 and ending on August 31, 2020. Attached is the list of names proposed for Commissioners Court consideration and, if approved, appointment of these individuals to serve in their capacities as Election Day Judges and Alternate Judges on November 5, 2019.
This year our certification of election officials will be contingent on retraining in the use of our new Express Vote System. We have worked in conjunction with both Parties to present this list.
As per section 32.002(c) we will continue to accept and train identified individuals for both Parties to fill vacancies.

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**Fiscal Impact**

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

**Attachments**

CC Appointment J & AJ

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 11:35 AM |
| Form Started By: Kay Proud | | Started On: 07/11/2019 08:28 AM |
| Final Approval Date: 07/11/2019 | | |

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 5, 2019

On this the 16th day of July, 2019, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as Vote Center Election Judges and Alternate to serve for a one year term which begins on September 1, 2019 and ends on August 31, 2020.

| Vote Center | Appt. | Party | Last Name | First Name |
|---|---|---|---|---|
| Anderson Mill Limited District | J | D | Coad | Charlotte |
| 11500 El Salido Parkway, Austin | AJ | R | Rightmyer | Kathryn |
| Bethany United Methodist Church | J | D | Adair | Dwight |
| 10010 Anderson Mill Road, Austin | AJ | R | Merrick | Susan |
| Gateway Church | J | D | Atkins | Wanda |
| 7104 McNeil Drive, Austin | AJ | R | McIntyre | Cindi |
| Harmony School of Political Science and Comm. | J | D | Miller | Kent |
| 13415 RM 620 N, Austin | AJ | R | Childers | Benny |
| Kelly Reeves Athletic Complex | J | R | Blaschke | Stephanie |
| 10211 W Parmer Lane, Austin | AJ | D | Morlier | Lynn |
| Lord of Life Lutheran Church | J | D | Derryberry | Shirley |
| 9700 Neenah Avenue, Austin | AJ | R | Harrison | Dan |
| Northwest Fellowship | J | D | Stokes | Gay |
| 13427 Pond Springs Road, Austin | AJ | R | Sherrod | Mack |
| Rattan Creek Park Community Center | J | D | Cummings | Sharon |
| 7617 Elkhorn Mountain Trail, Austin | AJ | R | Lennous | Julia |
| RE Hartfield Performing Arts Center | J | D | Brenner | Carla |
| 5800 McNeil Drive, Austin | AJ | R | to be determined | |
| Bartlett Town Hall | J | D | VanPraag | Jane |
| 140 W Clark Street, Bartlett | AJ | R | Jaster | Cathy |
| Cedar Park High School | J | R | Zaharias | Dave |
| 2150 Cypress Creek Road, Cedar Park | AJ | D | Soliz | Jesse |
| Cedar Park Library | J | R | Richardson | Ann |
| 550 Discovery Boulevard, Cedar Park | AJ | D | Pillay | Logan |
| Cedar Park Randalls | J | R | Martin | Sandra |
| 1400 Cypress Creek Road, Cedar Park | AJ | D | Rathbun | Mina |

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 5, 2019

| | | | | |
|---|---|---|---|---|
| Cedar Park Recreation Center | J | D | Vasudevan | Vera |
| 1435 Main Street, Town Center, Cedar Park | AJ | R | Small | Cheryl |
| Highland Estates Ind Retirement Living | J | R | Poe | Timothy |
| 1500 N Lakeline Boulevard, Cedar Park | AJ | D | Boydstun | Dwaine |
| Vista Ridge High School | J | R | Jewett | Jon |
| 200 S Vista Ridge Boulevard, Cedar Park | AJ | D | Coville | Patti |
| St. Peter's Church of Coupland | J | R | Smith | Bryan |
| 108 Wathen Street, Coupland | AJ | D | Craig | Randall |
| Andice Community Center | J | R | Kohn | David |
| 6600 FM 970, Florence | AJ | D | Woodard | Owen |
| Florence High School | J | R | Wemheuer | Robert |
| 401 FM 970, Florence | AJ | D | Johnson | Linda |
| Cowan Creek Amenity Center | J | R | Cody | Cathy |
| 1433 Cool Spring Way, Georgetown | AJ | D | Keller | Don |
| First Baptist Church | J | R | Pavlovich | Mark |
| 1333 W University Avenue, Georgetown | AJ | D | Spangenberg | William |
| Georgetown Housing Authority | J | R | Ledbetter | D. Kay |
| 210 W 18th Street, Bldg 1, Georgetown | AJ | D | Witherspoon | Kenneth |
| Georgetown Randalls | J | R | Johnson | Donna |
| 5721 Williams Drive, Georgetown | AJ | D | Griffith | Mary |
| GISD Technology Building | J | R | Stutzman | Brad |
| 603 Lakeway Drive, Georgetown | AJ | D | Covey | Jerry |
| Main Street Baptist Church- Ministry Center | J | D | Smith | Diane |
| 111 W 10th Street, Georgetown | AJ | R | McAdams | Lila |
| Parks and Recreation Administration Building | J | R | Helms | Debra |
| 1101 N College Street, Georgetown | AJ | D | Finkelstein | Mary |
| Sun City Social Center | J | R | Livermore | Anthony |
| 2 Texas Drive, Georgetown | AJ | D | Green | Jane |
| The Delaney at Georgetown Village | J | D | Fidelholtz | Terri |
| 359 Village Commons Blvd, Georgetown | AJ | R | Harron | William |

| | | | | |
|---|---|---|---|---|
| Williamson County Inner Loop Annex | J | R | Hughes | Anna |
| 301 SE Inner Loop, Georgetown | AJ | D | Torres | Virginia |
| Granger Brethren Church | J | R | Johnson | Eric |
| 306 W Broadway Street, Granger | AJ | D | Spanel | Deborah |
| Hutto City Hall | J | R | Albert | Frances |
| 500 W Live Oak Street, Hutto | AJ | D | Fitzpatrick | Kate |
| The Original Hutto Schools on College | J | D | Hosek | Larry |
| 302 College Street, Hutto | AJ | R | Sturm | Iola |
| Jarrell Memorial Park - Community Center | J | R | Papick | Phillip |
| 1651 CR 305, Jarrell | AJ | D | Beaird | A. Michael |
| Leander Church of Christ | J | D | Applewhaite | John |
| 300 Crystal Falls Parkway, Leander | AJ | R | Lattrell | Joanne |
| Leander High School | J | R | George | Gaylon |
| 3301 S Bagdad Road, Leander | AJ | D | Estep | Greg |
| Leander Public Library | J | R | Price | Barbara |
| 1011 S Bagdad Road, Leander | AJ | D | Stempko | Paul |
| Pat Bryson Municipal Hall | J | R | Hampton | Janet |
| 201 North Brushy Street, Leander | AJ | D | Clark | Robert |
| Rouse High School | J | R | Pollastro | Jennifer |
| 1222 Raider Way, Leander | AJ | D | Littles | Roslyn |
| Liberty Hill High School | J | R | Griffin | Wes |
| 16500 W SH 29, Liberty Hill | AJ | D | Baer-Austin | Linda |
| Baca Senior Center | J | D | Franco | E. Irene |
| 301 W Bagdad Avenue, Bldg 2, Round Rock | AJ | R | Sherrin | Pamela |
| Brushy Creek Community Center | J | R | Patrolia | Wendi |
| 16318 Great Oaks Drive, Round Rock | AJ | D | Garrett | Birda |
| Cedar Ridge High School | J | R | Overman | Azucena |
| 2801 Gattis School Road, Round Rock | AJ | D | Agueze | Geoffrey |
| Fern Bluff MUD Community Center | J | D | Litwin | Stuart |
| 7320 Wyoming Springs Drive, Round Rock | AJ | R | Dziadziola | David |

| | | | | |
|---|---|---|---|---|
| Forest Creek Elementary School | J | R | Colello | Tracy |
| 3505 Forest Creek Drive, Round Rock | AJ | D | Ferris | Lori |
| Round Rock High School | J | D | Barbini | Charlotte |
| 300 N Lake Creek Drive, Round Rock | AJ | R | Pitts | P. Richard |
| Round Rock Presbyterian Church | J | R | Pool | Darryl |
| 4010 Sam Bass Road, Round Rock | AJ | D | Gordon | Denise |
| Round Rock Randalls | J | D | Ferris | Jeff |
| 2051 Gattis School Road, Round Rock | AJ | R | Adair | Karen |
| Round Rock Sports Center | J | R | Harp | Donna |
| 2400 Chisholm Trail Drive, Round Rock | AJ | D | Afsah | Ghazala |
| San Gabriel Rehab & Care | J | R | Garza | Dan |
| 4100 College Park Drive, Round Rock | AJ | D | Gunn | Susan |
| Sleep Inn & Suites | J | D | Peck | Glen |
| 1980 S IH 35, Round Rock | AJ | R | Risinger | Ronny |
| Teravista Community Center | J | R | Merris | Cathy |
| 4211 Teravista Club Drive, Round Rock | AJ | D | Willliams Bailey | Yolande |
| The Fellowship Church of Round Rock | J | R | McMasters | Sonia |
| 3379 Gattis School Road, Round Rock | AJ | D | Huffstutler | Keith |
| Williamson County Jester Annex | J | R | Fairbrother | William |
| 1801 E Old Settlers Boulevard, Round Rock | AJ | D | Felthauser | James |
| Main Street Events Center | J | R | Colllins | Gayle |
| 3101 North Main Street, Taylor | AJ | D | Newman | Maria |
| Taylor City Hall | J | D | Brown | Betty |
| 400 Porter Street, Taylor | AJ | R | Werner | Pat |
| Taylor Public Library | J | D | Villarreal | Elizabeth |
| 801 Vance Street, Taylor | AJ | R | Naizer | Joe |
| St John Lutheran Church | J | R | Prillaman | Michael |
| 409 S Main Street, Thrall | AJ | D | Yerby | Barbara |
| First Baptist Church of Weir | J | R | Schumacher | David |
| 315 FM 1105, Weir | AJ | D | Rex | J. Bart |

SIGNED this _____ day of July, 2019.

_____
Bill Gravel, Jr., County Judge

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

**Meeting Date:** 07/16/2019

Establish Central Counting Station for election to be held on 11/5/2019

**Submitted For:** Chris Davis **Submitted By:** Kay Proud, Elections

**Department:** Elections

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action for establishing the Central Counting Station and appointment of officers to serve at the Central Counting Station for the election to be held on November 5, 2019.

**Background**

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**Fiscal Impact**

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

**Attachments**

CCS 2019

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 11:37 AM |
| Form Started By: Kay Proud | | Started On: 07/11/2019 08:40 AM |
| Final Approval Date: 07/11/2019 | | |

# ORDER

## ESTABLISHING CENTRAL COUNTING STATION
## JOINT GENERAL AND SPECIAL ELECTIONS
## November 5, 2019

On this 16th day of July, 2019, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 5, 2019. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code.

The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Christopher J. Davis, Counting Station Manager;
Brandon Jenkins, Tabulation Supervisor;
Julie Seippel, Assistant Tabulation Supervisor;
Jerry Sanders, 2nd Assistant Tabulation Supervisor;
Suzy Stublar, Presiding Judge; and,
Jose Orta, Alternate Presiding Judge.

SIGNED this _____ day of July, 2019.

_____
Bill Gravel, Jr., County Judge

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 07/16/2019

CoreBTS Statement of Work

**Submitted By:** Richard Semple, Information Technology

**Department:** Information Technology

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a no-cost statement of work between Core BTS, Inc. and Williamson County for professional consulting services for the Technology Services Department.

**Background**

This is a $0 statement of work for professional services. This will all be conducted remotely, so no travel is involved. We will not go over the allotted amount of time that is included on the scope, so the County will not incur any costs that aren't covered. This is paid for by Microsoft via a voucher program the County has as part of Office 365. With this, we allow this company to receive these vouchers from Microsoft in exchange for this work.

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**Fiscal Impact**

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

**Attachments**

SOW

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/11/2019 09:12 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 10:04 AM |
| Form Started By: Richard Semple | | Started On: 07/11/2019 08:33 AM |
| Final Approval Date: 07/11/2019 | | |

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# County of Williamson

# Core BTS, Inc.

# Statement of Work

Effective Date: 06/14/2019

This Statement of Work (this "SOW") is between Core BTS, Inc. ("Core BTS") and County of Williamson (referred to hereinafter as "Customer") for the Windows 10 Upgrade project (the "Project"). This SOW presents Core BTS's understanding of Customer's requirements and the Services that Core BTS will provide to meet those requirements. In addition, it details the required resources, work effort, and duration for each of the Services provided and is subject to the Terms & Conditions in Appendix A.

Rigil Mathew
Business Development Manager
Phone: 818.942.2094
Rigil.mathew@corebts.com

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# Table of Contents


1 PROJECT OBJECTIVES 3

2 PROJECT BLUEPRINT 3

3 DELIVERABLES 3

3.1 DELIVERABLE ACCEPTANCE PROCESS 4

4 PROJECT TEAM 4

4.1 CUSTOMER TEAM 4

4.2 CORE BTS TEAM 5

5 CUSTOMER RESPONSIBILITIES 5

6 ASSUMPTIONS 6

6.1 GENERAL ASSUMPTIONS 6

6.1.1 TECHNICAL ASSUMPTIONS 7

6.1.2 OUT OF SCOPE 7

6.1.3 DEPLOYMENT PARTNER OF RECORD 7

7 PROFESSIONAL FEES – TIME & MATERIALS 8

7.1 SERVICE FEES 8

7.2 PRODUCT FEES 10

8 PROFESSIONAL FEES – FIXED-FEE 10

8.1 TRAVEL TIME AND EXPENSES (IF REMOTE) 8

8.2 TRAVEL TIME AND EXPENSES (IF ON SITE) 8

8.3 PAYMENT TERMS (IF FIXED-FEE) 11

8.4 PAYMENT TERMS (IF T&M) 8

9 MICROSOFT FUNDING (IF APPLICABLE) 9

10 ISSUE RESOLUTION AND ESCALATION 9

11 PROJECT PAUSE 9

12 CHANGE ORDERS 10

13 EXPIRATION 10

ACCEPTED AND AGREED TO BY: 10

APPENDIX A - PROJECT TERMS AND CONDITIONS 11

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# 1 Project Objectives

The business objectives for this project are as follows:

- Assist in a strategy to minimize Windows 10 migration impact in remote locations with respect to upgrades and user data.

# 2 Project Blueprint

The following table outlines the blueprint for this project. Specific text in regard to the approach for each phase can be found in the reference location.

| Phase | Purpose | Activities |
|---|---|---|
| **I** | **Discovery** | • Project Planning<br>• Entry Criteria<br>• Project Kick Off<br>• Environmental Access check<br>• Go Through the existing TS used for inplace upgrade<br>• Gather information about SCCM systems in the hierarchy for content distribution<br>• Gather information about remote sites, users and devices in the location<br>• Gather information around AD connect for planning OneDrive known folder move (ODFKM)<br>• Gather information to the OUs that the devices are located for planning group policy related to ODKFM<br>• Gather information on network bandwidth in remote locations to plan for user data migration<br>• Gather information on domains and their federation status |
| **II** | **Design** | • Plan on ODKFM<br>• Plan on HDJ<br>• Plan on GPO for ODFM<br>• Plan on Inplace upgrade Task Sequence<br>• Come up with a Strategy & rollout plan |
| **III** | **Delivery** | • Go over the strategy and rollout plan |
| **IV** | **Dedication** | • Weekly status meeting<br>• Project close |

# 3 Deliverables

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Given the nature of the Services to be provided by Core BTS, no specific Deliverables are currently identified for this SOW. Should Core BTS and Customer agree during the execution of this SOW that Deliverables need to be added, then a Change Order will be executed to address the addition of agreed to Deliverables and impact to project schedule.

# 4 Project Team

The project team includes both Customer and Core BTS personnel. A Core BTS authorized representative will supervise, control, and direct the duties, conduct, and duration of the assignment for all Core BTS personnel during the performance of services. Customer will have no power or authority to directly supervise or control Core BTS personnel with respect to the means, manner or method of performance of the Services under this SOW.

The following are the Customer and Core BTS team members responsible for execution under this SOW:

## 4.1 Customer Team

| Project Role | Name | Responsibility | Time Commitment |
|---|---|---|---|
| Customer Project Sponsor | TBD | • Provides overall project direction, guidance, and high-level scope boundaries<br>• Attends Project kickoff and management checkpoint meetings | TBD |
| Customer Primary Contact and/or Customer Project Manager | TBD | • Day-to-day contact for the Core BTS team<br>• Manages Customer project team members and other Customer project resources.<br>• Attends project kickoff meeting and others as requested<br>• Receives and approves Core BTS Deliverables and weekly status reports<br>• Approves all changes to SOWs from Customer's standpoint<br>• Aligns Customer's functional and technical resources to the project<br>• Ensures Customer personnel execute all Customer tasks as outlined in the project schedule<br>• Ensures timely response to functional and technical considerations<br>• Delivers any necessary Customer content | TBD |

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## 4.2 Core BTS Team

| Project Role | Responsibility | Time Commitment |
|---|---|---|
| Project Manager | • Day-to-day contact for all project communication between Core BTS and Customer<br>• Manages the CORE delivery team and project scope, risk, time and budget.<br>• Manages project communications, which includes providing weekly status reports to Customer Project Manager.<br>• Leads all meetings including project kick-off<br>• Ensures production of all Deliverables<br>• Develops and manages the project plan<br>• Ensures that all specifications are being successfully implemented<br>• Manages Change Control Management process, which includes issuing Change Requests – if necessary. | TBD |
| Solution Architect | • Participates in all key requirements and design sessions<br>• Provides technical direction for all of Core BTS Services as described in this SOW<br>• Responsible for the technical design and implementation of the solution<br>• Performs the technical assessment activities as described in this SOW | TBD |
| Technical Consultant | • Contributes to Activities and Deliverables as described in this SOW | TBD |

# 5 Customer Responsibilities

Core BTS's approach and estimate are based upon the following responsibilities and assumptions. Changes to these responsibilities and assumptions may require changes to Core BTS's approach, scope and/or estimate. Core BTS's project management will notify Customer as soon as they are aware of any changes to these responsibilities and assumptions and the potential implications:

- This estimate does not include time needed from Customer for review and development.
- A project sponsor/manager from Customer will be assigned to the project on a part-time basis to assist with issue resolution. Core BTS will be responsible for day-to-day project management.
- Providing dedicated project team members and other resources that are necessary to adhere to the project timeline.

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- Provisioning all project infrastructure as specified in the Entry Criteria document and Envisioning Session action plans
- Consolidated feedback to the deliverables in the timeframe as defined above
- Delays caused by factors outside of the control of Core BTS will be managed through a change management process. This includes delays in approvals and hardware acquisition and installation.
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third-party software, including patches or upgrades required to support the integration deliverables
- Customer is responsible for any third-party support costs, which includes but is not limited to Microsoft tickets, contracts, or other means of support.

# 6 Assumptions

## 6.1 General Assumptions

- Full time during normal business hours: 8am - 5pm, Monday - Friday PST based on a 44-hour week. (migrations can/will occur after hours as well)
- Adequate facilities and resources will be provided by Customer for services rendered by Core BTS full time while on-site at any Customer location, as needed.
- Customer will acquire all necessary hardware, software and/or subscriptions required to complete this project.
- Any changes made to technical or business specifications found in this proposal must be submitted through a valid Change Order and approved by both Customer and Core BTS.
- Customer and Core BTS must mutually agree to additions or changes to the scope of Services, Deliverables, or assumptions in writing. Core BTS activities or responsibilities not expressly stated to be within scope are agreed to be out of scope.
- Any delays in the project schedule which are not under the control of Core BTS, including, but not limited to, delays in approvals, procurement, or staff availability, may require an adjustment of fees and expenses and/or scheduling estimates for project completion.
- Core BTS cannot guarantee availability of team members assigned to the project, if there are any delays caused by Customer. In these cases, Customer would be accountable for the cost of new Core BTS resources that are on boarded, and for those rolling of that are performing the knowledge transfer.
- The estimated fee structure is based on the estimated timeline and Core BTS's involvement described herein. Customer will dedicate the necessary resources to complement Core BTS and to complete the activities and deliverables according to this SOW.
- Any expenses to be paid by Customer shall be duly documented with the corresponding invoices.
- Core BTS will be provided with access to relevant materials, work product, and other documentation, as well as to those representatives within Customer's organization whose help may facilitate development of Project activities (e.g. meetings, tasks, and deliverables).

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- Core BTS will perform its services from Core BTS's office. If there is a need to go on Customer premises, Customer will provide Core BTS project team members with a workspace consisting of a suitable network connection (including Internet access), printer and copier access, overhead projector, and telephone access as well as work areas with availability to conference rooms and space for group interviews and meetings (where applicable).
- It is assumed that the engagement will proceed continuously and there will be no project interruptions or stoppages ordered other than as may be contemplated by the project plan.
- Proposed pricing to Customer will be valid for a period of (30) thirty days from the effective date of this SOW.

### 6.1.1 Technical Assumptions

- Customer will provide the CORE BTS technical project team unattended access with the account privileges needed to work on the Project.
- This project assumes that Windows 10 migration is for in place upgrade scenario only

### 6.1.2 Out of Scope

Based on Core BTS's current understanding of Customer requirements, the following requirement areas, Application modules, tasks, and deliverables are out of scope, and will not be executed as part of the Project.

- Core BTS will help in coming up with a strategy and rollout plan
- This project does not include deployments
- Hardware refresh scenario

### 6.1.3 Deployment Partner of Record

In order for Core BTS to provide Client with the support and Microsoft Cloud lifecycle services for their cloud subscription(s) Customer owns, we request Customer to list Core BTS as their Deployment Partner of Record (DPOR). When a customer purchases qualifying Microsoft Online Services such as Office 365, you are also able to select a certified Microsoft Partner to be associated with your account, a Deployment Partner of Record (DPOR). It is important to note that assigning a Partner of Record to your Microsoft Online services has no impact on your monthly subscription cost. It also has no impact on the support or services you receive from Microsoft. Additionally, it does not provide Core BTS access to your data unless access is specifically provided, or Delegated Administrator access is granted to Core BTS. DPOR does allow Core BTS to work on the customer's behalf with Microsoft should the need arise, and act as the customer's trusted advisor in applicable scenarios: i.e. design and implementation guidance, validation of best practices, quick turnaround timelines for escalation and direct communication with Microsoft's technical and business groups. If you require further clarification and information on DPOR, please do not hesitate to reach out to your point of contact at Core BTS.

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# 7 Professional Fees – Time & Materials

## 7.1 Service Fees

Core BTS is providing Customer with a time and materials estimate for this project. The project estimates are based on the deliverables, project approach, and assumptions. Expenses are in addition to this amount and explained in a later section. A breakdown of hours, rates, and costs by resource is provided below.

| Role | Estimated Hours | Rate | Total |
|---|---|---|---|
| **Sr. Consultant** | 40 | $195.00 | $7,800.00 |
| **Project Manager** | 10 | $190.00 | $1,900.00 |
| | **Estimated Grand Total:** | | **$9,700.00** |
| | **Microsoft DPS Vouchers (10 vouchers)*** | | **$10,000.00** |
| | **Subtotal** | | **$0.00** |

*** DPS vouchers will be used to pay for this. If for any reason, the vouchers are not redeemable from Microsoft, the outstanding invoice will become due.*

***All sales taxes which are properly payable in connection with this SOW under the Applicable law shall be paid by Customer.***

## 7.2 Travel Time and Expenses (if remote)

This project will be delivered remotely and as such, Core BTS shall bear all of its own expenses incurred in connection with the Professional Services performed under this SOW.

## 7.3 Travel Time and Expenses (if on site)

Travel time and expenses are all not included in the scope of the service offered in this agreement. Should travel time be required during the project, travel expenses will be billed separately and approved by Customer's before incurring. Such travel expenses shall adhere to the mutually agreed upon Customer's and Core BTS travel and expense policy.

## 7.4 Payment Terms (if T&M)

Core BTS is providing Customer with a time and materials estimate for this project. The project estimates are based on the scope above, project approach, and assumptions. A breakdown of hours, rates, and costs by resource is provided below:

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- A ten percent down payment for the services fees (amount) is due upon signing of this SOW, prior to the start of the project. The services down payment will be credited towards initial invoices.
- Project fees & expenses will be billed biweekly on a time & materials basis on Net 30 terms.
- Pricing is for Core BTS professional fees only, and does not include Cloud hosting, software licensing, or other fees.
- Core BTS will utilize best efforts to retain and maintain assigned resources throughout the lifecycle of this project. Core BTS reserves the right to utilize any and all resources necessary to complete the project including resources that were not originally assigned to the project. In the event Core BTS chooses to change, remove or add resources to the project, Core BTS will consult with Customer as soon as reasonably possible prior to making such resource changes, provided that any such changes will not result in the Core BTS personnel assigned to this project to cease to be deployed in the Los Angeles area.
- Core BTS is not responsible to the extent delays in the project timeline or budget overruns due to insufficient access to Customer's staff and management or delays in procurement of required Customer specific resources and/or information necessary for successful completion of the project prevent Core BTS from continuing to work on the project. Core BTS will provide as much lead time as reasonably possible prior to requesting specific resources and/or information from the Customer.

# 8 Microsoft Funding (if applicable)

- If some, or all, of the funds for the project are provided by Microsoft and/or Core BTS, and the specific terms and conditions around the funding are not met by Customer, then Customer is responsible for paying the entire subsidized amount.
- The terms and conditions set forth by Core BTS and/or Microsoft to secure funding supersede payment/procurement agreements otherwise established in this or other agreements and are available upon request unless otherwise included herein.

# 9 Issue Resolution and Escalation

- For any issues identified during the course of the Project that requires escalation the issue should first be brought to the Core BTS Project Manager and Customer Project Lead within (2) two business days of the issue being identified.
- Should the Core BTS Project Manager and Customer Project Lead not be able to resolve the issue within (5) five business days they shall escalate it to the Core BTS Practice Director and a member of the Client Executive team. This escalation path is intended to address issues that arise in the ordinary course of the Project.

# 10 Project Pause

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- Should the project come to a PAUSE for reasons unrelated to Core BTS, Core BTS may terminate the project and request full fees associated with current phase as related to the percentage of work completed as deemed by Core BTS. A PAUSE is defined as a stoppage of work and / or communication over a two week period.

# 11 Change Orders

- Changes to project scope, incorrect assumptions or missing prerequisites may affect cost, resources or scheduling. Other circumstances may arise beyond Core BTS control that may cause it to be unable to accomplish the project objectives and would require a modification to this SOW. Any such modification shall be memorialized in a mutually executed Change Order that details material changes to staff requirements, deliverables, fees and milestones, as applicable.

# 12 Expiration

This proposal expires within 30 days. Please indicate your acceptance by signing the below and faxing it in its entirety to 818-766-0090. Customer may also email a signed and scanned copy to the designated account manager.

**ACCEPTED AND AGREED TO BY:**

| Core BTS, Inc. | | County of Williamson | |
|---|---|---|---|
| By: | DocuSigned by: Jory Osborne 5EE0C8025E3249B... | By: | |
| Name: | Jory Osborne | Name: | |
| Title: | Vice President, West Region | Title: | |
| Date: | 7/2/2019 | Date: | |

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# Appendix A - Project Terms And Conditions

1. Payment Terms. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid.
2. Independent Contractor; Taxes. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. No Hiring. For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. Warranty.
    A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer, or our product procurement distributor, or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
    **B. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. Our Indemnity. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or

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negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.

6. Limitations of Liability. **WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF OUR LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR NOT, INCLUDING NEGLIGENCE**. Your right to recover Damages is limited to the amounts paid to us hereunder. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. Your Covenants. You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. Requests for Changes. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. Termination of Agreement. Either party may terminate our engagement at any time upon 30 days prior written notice.
11. Entire Agreement; Amendment. These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
12. Assignment. You may not assign any of the rights or obligations hereunder without the prior written consent of Core.
13. Notices. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.

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14. Governing Law. These terms shall be governed by and construed in accordance with the laws of the state of [State].
15. Force Majeure. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. Waiver; Severability. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 07/16/2019

15RFP113 Audit and Accounting Services contract renewal

**Submitted For:** Randy Barker **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Audit and Accounting Services contract #15RFP113, for the same pricing, terms and conditions as the existing contract for the term of August 1, 2019 - July 31, 2020.

### Background

This is the second and last extension for this contract. The Williamson County Audit Committee requested the renewal. A Vendor Performance Report (VPR) was submitted that reflected a positive experience with this vendor. The funding source is General Fund Non-Departmental, 01.0100.0409.004181.

## Fiscal Impact

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

## Attachments

15RFP113 Audit and Accounting Services renewal 2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 08:58 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:03 AM |
| Form Started By: Dianne West | | Started On: 07/09/2019 03:29 PM |
| Final Approval Date: 07/11/2019 | | |

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Service | **Department:** | Williamson County Auditor |
| **Vendor Name:** | Weaver and Tidwell, LLP | | |
| **Vendor Address:** | 1601 S. Mopac Expy, Austin, TX 78746 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Audit and Accounting Services | | | |
| **P.O./Contract Number:** | 15RFP113 | **Effective Date:** | 08/01/2019 |
| **Purchaser/Contract Specialist:** | Dianne West | **Expiration Date:** | 07/31/2020 |
| **Requested By:** | Julie Kiley, First Assistant County Auditor | | |

**Detailed description of renewal of product and/or service.**

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of, the last paragraph of Section 2.2.14, as set forth below, is struck from the applicable terms for purposes of this renewal: "Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement."**
- 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 | August 1, 2019 – July 31, 2020 |
| Renewal Option Period 1 | August 1, 2018 – July 31, 2019 |
| Initial Contract Period | August 1, 2015 – July 31, 2018 |

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

Vendor WEAVER AND TIDWELL, L.L.P.

Name ADAM MCCANE

Title PARTNER

Signature _____

Date 07/08/2019

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 07/16/2019

Authorize issuing IFB 1907-331 CR 279 Stabilizing, Milling, and Overlay

**Submitted For:** Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 279 Stabilizing, Milling, and Overlay, under IFB #1907-331.

### Background

Williamson County is seeking qualified Contractors to provide materials, experienced stabilizing, milling, sealing, overlay, and striping crews and equipment to stabilize and resurface CR 279 from CR 281 to the Liberty Hill City Limits. Estimated time of completion is 45 calendar days to substantial completion, and 50 calendar days to final completion, with an estimated cost of $1,009,922. Kon Kwan is the point of Contact and Funding Source line item 3599 was approved for FY19 budget.

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## Fiscal Impact

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

## Attachments

IFB Package

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 09:14 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:51 AM |
| Form Started By: Johnny Grimaldo | | Started On: 07/09/2019 02:38 PM |
| Final Approval Date: 07/11/2019 | | |

# Solicitation 1907-331

# CR 279 Stabilizing, Milling, Sealing and Overlay

## Bid Designation: Public

## Williamson County, Texas

# Bid 1907-331
# CR 279 Stabilizing, Milling, Sealing and Overlay

| | |
|---|---|
| Bid Number | 1907-331 |
| Bid Title | CR 279 Stabilizing, Milling, Sealing and Overlay |
| Expected Expenditure | **$1,009,922.00** (This price is expected - not guaranteed) |
| Bid Start Date | In Held |
| Bid End Date | Aug 6, 2019 3:00:00 PM CDT |
| Question & Answer End Date | Aug 1, 2019 4:00:00 PM CDT |
| Bid Contact | Johnny Grimaldo<br>Purchasing Specialist III<br>512-**943**-1553<br>johnny.grimaldo@wilco.org |
| Contract Duration | **One Time Purchase** |
| Contract Renewal | Not Applicable |
| Prices Good for | **365 days** |
| Pre-Bid Conference | **Jul 22, 2019 1:00:00 PM CDT**<br>**Attendance is optional**<br>**Location: Department of Infrastructure**<br>**Williamson County Road & Bridge**<br>**3151 S.E. Inner Loop, Suite B**<br>**Georgetown, TX 78626** |
| Bid Comments | **Williamson County is seeking qualified Contractors to provide materials, experienced stabilizing, milling, sealing, overlay, and striping crews and equipment to stabilize and resurface CR 279 from CR 281 to the Liberty Hill City Limits** |

**Item Response Form**

| | |
|---|---|
| Item | **1907-331-01-01 -** Please attach all documents to this line |
| Quantity | **1 each** |

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

**Qty** 1

**Description**
Please attach all documents to this line

---

| | |
|---|---|
| Item | **1907-331-01-02 -** Total Bid Price |
| Quantity | **1 each** |
| Unit Price | |

| | |
|---|---|
| Delivery Location | **Williamson County, Texas** |
| | No Location Specified |
| | **Qty** 1 |

**Description**
Total Bid Price

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7** Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

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

# PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## WILLIAMSON COUNTY PURCHASING DEPARTMENT
## SOLICITATION NUMBER 1907-331
CR 279 Stabilizing, Milling, Sealing and Overlay

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**
**Aug 6, 2019 3:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY OPENED:**
**Aug 6, 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.

# BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

| | |
|---|---|
| **Name of Bidder:** | |
| **Address of Bidder:** | |
| **Email:** | |
| **Telephone:** | |
| **Printed Name of Person Submitting Affidavit:** | |
| **Signature of Person Submitting Affidavit:** | |

**Cooperative Purchasing Program**

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

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

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

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

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

# Williamson County – Invitation for Bid (IFB)

## SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

# SECTION 2 - BID FORMAT AND SUBMISSION

## 2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

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

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

B. Price Sheet.

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

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

E. Bid Affidavit.

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

## 2.2 CONFLICT OF INTEREST

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

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

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

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

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

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

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

## 2.3 TRANSMITTAL LETTER

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

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

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

C. The Bid's Federal Employer Identification Number.

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

## 2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

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

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

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

A Respondent must:

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

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

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

D. Have the form notarized.

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

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

## 2.5 ETHICS

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

## 2.6 BID SUBMITTAL DEADLINE

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

## 2.7 DELIVERY OF BIDS

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

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

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

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

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

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

# SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

## 3.1 INSTRUCTIONS

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

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

## 3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

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

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

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

## 3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

## 3.4 SIGNATURE OF BIDDER

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

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

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

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

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

## 3.5 ASSUMED BUSINESS NAME

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

## 3.6 BID OBLIGATION

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

## 3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

## 3.8 WITHDRAWAL OF BID

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

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

## 3.9 EVALUATION AND AWARD

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

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

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

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

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

## 3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

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

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

## 3.11. REJECTION OR ACCEPTANCE

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

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

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

## 3.12 RESPONSIBILITY

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

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

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

## 3.13 FIRM PRICING

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

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

## 3.14 PURCHASE ORDERS

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

## 3.15 SILENCE OF SPECIFICATIONS

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

## 3.16 REFERENCES

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

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

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

# SECTION 4 - TERMS AND CONDITIONS

## 4.1 VENUE AND GOVERNING LAW

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

## 4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

   2. The Bidder's Bid.

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

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

## 4.3 OWNERSHIP OF BID

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

## 4.4 DISQUALIFICATION OF BIDDER

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

## 4.5 FUNDING

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

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

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

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

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

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

## 4.11 RIGHT TO AUDIT

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

## 4.12 TESTING AND INSPECTIONS

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

## 4.13 BID PREPARATION COSTS

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

## 4.14 INDEMNIFICATION

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

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

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

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

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

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

## 4.15 WAIVER OF SUBROGATION

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

## 4.16 RELATIONSHIP OF THE PARTIES

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

## 4.17 SOLE PROVIDER

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

## 4.18 FORCE MAJEURE

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

## 4.19 SEVERABILITY

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

## 4.20 EQUAL OPPORTUNITY

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

## 4.21 NOTICE

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

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

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

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

## 4.22 SALES AND USE TAX EXEMPTION

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

## 4.23 COMPLIANCE WITH LAWS

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

## 4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

## 4.25 NO WAIVER OF IMMUNITIES

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

## 4.26 NO WAIVER

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

## 4.27 CURRENT REVENUES

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

## 4.28 FOB DESTINATION

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

## 4.29 BINDING EFFECT

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

## 4.30 ASSIGNMENT

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

## 4.31 SAFETY

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

## 4.32 GENERAL OBLIGATIONS AND RELIANCE

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

## 4.33 ESTIMATED QUANTITIES

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

## 4.34 CONTRACTUAL DEVELOPMENT

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

## 4.35 SURVIVABILITY

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

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

## 4.36 AIR QUALITY

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

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

## 4.37 ENTIRE AGREEMENT

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

## 4.38 PAYMENT

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

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

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

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

As a minimum, invoices shall include:

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

B. The County Contract, Purchase Order.

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

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

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

Payment inquiries should be directed to the following address:

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

## 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

## 4.40 COOPERATIVE PURCHASING PROGRAM

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

## 4.41 INSURANCE REQUIREMENTS

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

## 4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

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

## 4.43 LEGAL LIABILITY INFORMATION

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

## 4.44 INCLEMENT WEATHER

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

## 4.45 PREVAILING WAGE RATES

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

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

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

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

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

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

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

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

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

## 4.46 CONFIDENTIALITY

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

# 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.

## 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, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The contractor shall self-perform at least 25% of the contract bid Items.

The Contractor will be given written Notice to Proceed on this project. The project shall begin within five (5) working days after such notification and shall continue for fifty (50) working days.

Contractor shall not begin asphalt 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 construction 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 construction work.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of substantial completion of the project. 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 project.

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 the Engineer.

Nighttime, weekend and holiday work is allowed with prior approval by the 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 residences 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.

Contractor shall provide at least one portable restroom near the work site at all times in order to provide a bathroom to individuals providing work hereunder.

The Contractor will be required to maintain a minimum of one through lane with flaggers/pilot vehicle during stabilizing, milling and paving 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.

Contractor shall mark and maintain 100-foot Stations for the duration of the project, as directed. This work shall be considered subsidiary to the various bid Items.

Areas that are milled shall be under sealed and overlaid the same day and completely finished before opening to traffic.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Contractor shall be responsible for hauling and disposing of all planing ACP 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 satisfactory completed work based on actual quantities per bid Item. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the work.

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 concrete 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.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

## BLASTING

No Blasting will be allowed on the project.

## ENTRY INTO AND PROTECTION OF ADJACENT PROPERTIES

Design of this project did not contemplate a need to enter adjacent properties except where permanent or temporary work easements are shown on the Plans. Should it be necessary during construction of the work to enter on adjacent properties, the County shall be notified. The contractor shall be responsible for all arrangements to enter and shall be liable for repair of fences and restoration of any property damage outside the right-of-way and easements shown in the plans.

Access to the right-of-way and easements adjacent to private property shall be coordinated with the adjacent property owner at least 48 hours in advance.

## LOCATION AND PROTECTION OF UTILITIES

The Contractor shall determine the exact location of all existing utilities before commencing work, and is fully responsible for any and all damages associated by Contractor's failure to locate and preserve utilities.

Notwithstanding any other provision of this Contract, the Contractor shall be solely responsible for the location and protection of any and all public and/or private utility lines and utility customer service lines in the work area. The Contractor shall exercise due

care to locate and to mark, uncover, or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas.

Upon request, the County may provide such information that it has about the location and grade of water, telephone, cable, and electric lines and other utilities on the work area, but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or damage shall be repaired at Contractor's expense.

## SURPLUS MATERIAL

Excavated or surplus natural soil and rock material, unless otherwise noted in the Plans or Specifications, shall be known as "spoil" and the Contractor shall be responsible for hauling and disposing of all excavated materials off the project site, unless otherwise directed by the Engineer. Consider subsidiary to the pertinent Items.

## RESTORATION/REVEGETATION

All disturbed areas within the right of way, easements, and limits of construction shall be restored. Restoration shall include all topsoil, seeding/sodding, watering, fertilizer, labor and equipment necessary to complete the project in accordance with the Plans and Specifications.

Restoration shall be installed and vegetation established prior to final acceptance of the project, or as approved by the County.

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. The 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.

Revegetation measures will begin as soon as practical. The County reserves the right to require the immediate installation of revegetation measures whenever deemed necessary.

The County reserves the right to require additional revegetation measures deemed necessary at any time after construction has begun until the County has accepted the erosion control measures and revegetation measures.

The Contractor shall be responsible for maintaining, repairing or replacing all erosion control devices as may be directed by the Inspector. This work shall be considered subsidiary to the various bid Items.

## ITEM 160 – TOPSOIL

Obtain approval of all topsoil sources before digging begins. Ensure off-site topsoil has a minimum PI of 25, liquid limit of 75, and plastic limit of 35 or as directed. The County reserves the right to take samples, as needed, to assure that the material meets the PI, levels of nitrogen, phosphorus and potassium content, and other requirements as indicated in the Specifications (Fertility, Organics, Erodability, etc.).

No Sandy Loam allowed, unless the project dictates otherwise.

Construct topsoil stockpiles of no more than five (5) feet in height.

Track ALL topsoiled slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Retrack slopes after rain event, as directed. Consider the tracking of slopes to prevent erosion as subsidiary to the pertinent Items.

Upon final grading, immediately track all topsoiled slopes to prevent erosion as directed. Consider subsidiary to the pertinent Items.

Place topsoil four (4) inches thick by three (3) feet wide to the areas of seeding as shown in the Plans.

Contractor is fully responsible for maintenance/repair of placed topsoil, including damage caused by travelling public, until topsoil is compacted and vegetation is fully established.

## ITEM 164 – DRILL SEEDING

Drill seeding to be distributed uniformly over the area shown on the Typical Section in the plans.

After 60 days, areas with little or no growth shall be re-seeded at Contractor's expense.

## ITEM 166 – FERTILIZER

Fertilizer shall be applied before sodding.

Use 13-13-13 fertilizer analysis, unless otherwise directed. Take soil samples as directed, to determine the actual soil needs for fertilizer. Consider this work subsidiary to this bid Item.

The fertilizer required by the County maybe adjusted to help establish vegetation, verify County approval of fertilizer prior to purchasing.

Fertilizer shall be delivered in bags unless otherwise specified or approved prior to delivery. Bags shall be clearly labeled showing contents. When non-bagged, loose fertilizer is approved, documentation will be required for each load of material delivered verifying authenticity of material.

Fertilizer shall be granular and essentially dust free.

## ITEM 168 – VEGETATIVE WATERING

The Contractor shall obtain water at a source that is metered or shall furnish the manufacturer's specifications showing tank capacity for each truck used.

The Contractor shall notify the Inspector prior to watering that the Inspector may verify meter readings or truck counts.

Water all areas of the project to be top soiled and sodded. Maintain the sod bed in a condition favorable for the growth of grass.

Watering can be postponed immediately after a rainfall on the site of ½ inch or grater, but shall be resumed before the soil dries out, continue watering until final acceptance.

The County is not responsible for the source of water to be used on the project even during a drought condition.

Watering rates shall be 12,000 gallons/acre per working day for 15 consecutive working days (the acreage is calculated based on a width of 10' and the length of each roadway edge).

Rate and frequency may be adjusted with the approval of the Engineer, to meet site conditions.

## ITEM 204 – SPRINKLING

Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

## ITEM 275 – CEMENT TREATMENT (ROAD-MIXED)

Pulverize and stabilize the top 8" of existing roadway material with 4% cement (density control) for the entire roadway width from STA 13+31.32 to STA 46+54.74. Reshape this section of roadway grade/cross section to match the existing elevations. Proceed the next section of roadway, from STA 69+56.48 to STA 159+26.50, with the same

procedures. Reshaping is to be considered subsidiary to this bid Item.

Microcracking of cement treated base is required. Microcracking shall be performed in accordance with item 275.4.7 of 2014 TxDOT Standard Specifications.

## 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.

Non-Tracking Tack Coat Emulsion shall be applied on milled edge and end transition areas prior to HMAC placement and considered subsidiary to the pertinent Items.

## 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.

## ITEM 316, 341

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.

## ITEM 316 – 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.

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" per single course.

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 Asphalt and Rock Land shots.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

Remove and dispose of, off the right of way, any existing traffic buttons before

beginning surfacing operations. Remove dirt, dust or other harmful material prior to under seal application. If necessary, blade pavement edges as directed by the Engineer. Consider subsidiary to the pertinent Items.

## ITEM 341 - DENSE-GRADED HOT-MIX ASPHALT

Provide mixture Type D, using PG binder 70-22 for the surface course and PG binder 64-22 for level-up. Unless otherwise approved, provide Type D mixtures that have no less than 5% asphalt binder.

Provide mixture Type B, using PG binder 64-22 for full depth repair. Unless otherwise approved, provide Type B mixtures that have no less than 4.5% asphalt binder.

Recycled Asphalt Shingles (RAS) are not permitted. Recycled Asphalt Pavement (RAP) is not permitted in the surface course and level-up, 20% of RAP is permitted to be used in the mix design for Type B.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

Minimum VMA during production shall be equal to or greater than Design VMA as shown in Table 8 for all mixture types.

All mixtures must meet the Hamburg requirement as stated in the table below.

| High-Temperature Binder Grade | Test Method | Hamburg Wheel Test Requirements [1] |
|---|---|---|
| | | Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F |
| PG 64 or lower | Tex-242-F | 7,000 |
| PG 70 | Tex-242-F | 15,000 |
| PG 76 or higher | Tex-242-F | 20,000 |

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

The County may at any time request that paving operation be stopped, if there is observance of pavement irregularities which could adversely affect the pavement quality.

HMAC shall be placed in layers/lifts as identified in the plans. Lifts shall be compacted thoroughly and uniformly to obtain the compaction and cross section identified in the plans.

Under no circumstances shall the HMA material be dumped on or near the job site and then reloaded for hauling to the site for placement.
All HMA construction joints shall be staggered for each proceeding lift.

When paver width is over 14', extend auger and front transfer plate to be less than 30" of screed end and screed extensions must utilize temperature regulating heaters with thermostat similar to the main screed.

Grade references will be utilized on both side of the paver for thru lanes and shoulders.

HMA produced for this project must not be placed in silos prior to discharging into haul trucks, unless the trial batch is run in similar conditions to production conditions. Unless ambient temperature is above 90 degrees F, any HMA mix stored in haul trucks for longer than 2 hours shall be rejected.

When trucking of HMA is intermittent, Contractor shall not install a transverse joint to avoid the additional segregation profile requirement Item 341.4.9.3.3.2 when the paver stops for longer than 60 secs. The County may enforce segregation profile across the extra transverse joint, as directed by the County Inspector.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

The Contractor shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to Bid Item Dense-Graded Hot Mix Asphalt.

1. The Contractor shall utilize a material transfer device per Item 320, a grade reference (such as a ski) for the overlay operations. Consider subsidiary to the pertinent Items.
2. Incorporate a maintain a 3H:1V safety wedge for any roadway edge of 2 inches or greater against adjacent travel lanes. Consider subsidiary to the pertinent Items.
3. Taper transverse faces at ends of passes as directed.
4. Make transverse tapers on each end of each pass using a minimum slope rate of 60H:1V. Tapers shall be removed directly before placement of the final HMA. Consider subsidiary to the pertinent Items.
5. Use a 10 ft. straightedge, where allowed, on all surface and intermediate pavement layers, as directed by the Inspector.

Acceptance Plan is not applicable to this project; no bonus and/or penalty are allowed. Acceptance of work will follow the specification as outlined with the clarification below.

Provide performance grade (PG) binders that do not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA).

For Mixture Design Verification, provide the Engineer with two 5-gallon buckets of each aggregate stockpile to be used on the project and three gallons of each PG binder to be used on the project. Also provide sufficient quantities of any other additives that will be used in the HMA mixture.

Prior to allowing production of the trial batch, the Engineer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture design.

1. Indirect Tensile Test in accordance with Tex-226-F
2. Hamburg Wheel Test in accordance with Tex-242-F
3. Overlay Test in accordance with Tex-248-F
4. Cantabro Test in accordance with Tex-245-F

For mixtures designed with a Texas Gyratory Compactor (TGC), the Engineer may require that the target laboratory molded density be raised to no more than 97.5% or may lower the design number of gyrations to no less than 35 for mixtures designed with an SGC if any of the following conditions exist.

1. The Indirect Tensile Test results in a value greater than 200 PSI
2. The Hamburg Wheel Test results in a value less than 3.0 mm
3. The Overlay Test results in a value less than 100 cycles
4. The Cantabro Test results in a value of more than 20% loss

In lieu of or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Engineer may also evaluate the mixture produced during the trial batch for compliance with the 4 tests listed above.

## ITEM 354 – PLANING AND TEXTURING PAVEMENT

No milling operation can begin until passing test results of trial batch are received.

Edge milling shall be done with a large miller with grade control.

A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

A transverse transition taper (butt joint) will be sawcut, milled to a transition length of 50 feet to 1 inch in depth for main roads and 25 feet to 1 inch in depth for side roads, unless otherwise shown on the plans.

A longitudinal transition taper will be milled along all existing MBGF mow strips and driveways shown on the plans.

Remove the loose material from the roadway before opening to traffic.

## ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

The contractor shall provide two (2) "electronic" Portable Changeable Message Signs at locations requiring lane closures for one-week prior to the closures, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this bid Item.

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, work will cease.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (2-1)-18 thru TCP (2-4)-18, TCP (3-1)-13, TCP (3-3)-14, TCP (3-4)-13, TCP (7-1)-13 and the Texas Manual on Uniform Traffic Control Devices, and the Work Zone Traffic Control Device List (WZTCDL).

Traffic Control Plans shown in Plans are a minimum requirement. The contractor shall be responsible for any additional signs, barricades, flagmen or other traffic control devices as necessary for the safety of the traveling public. All traffic control devices shall be compliant with the current Texas Manual of Uniform Traffic Control Devices.

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.

Incorporate and maintain a 3H to 1V safety wedge into the proposed construction for any roadway edge of two (2) inches or greater adjacent to a roadway under traffic.

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 milling or 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 pertinent bid Items.

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 as 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 as subsidiary to the pertinent Items.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

## ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

Type II Reflectorized Pavement Markings to be applied prior to Type I. Type I Reflectorized Pavement Markings to be applied no sooner than 14 days after applying Type II, unless otherwise directed.

## ITEM 677 – ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Blasting Method is required for the removal of existing pavement markings on bridge decks. No other methods will be allowed.

## 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.

( ) REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 160 FURNISHING AND PLACING TOPSOIL (168)
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 204 SPRINKLING
ITEM 275 CEMENT TREATMENT (ROAD-MIXED) (204)(210)(216)(247)(300)(520)
ITEM 300 ASPHALTS, OILS, AND EMULSIONS
ITEM 302 AGGREGATES FOR SURFACE TREATMENTS (300)(301)
ITEM 316 SEAL COAT (210)(300)(302)(520)
ITEM 341 DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320)(520)(585)
ITEM 354 PLANE ASPHALT CONCRETE PAVEMENT
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (316)(340)
ITEM 662 WORK ZONE PAVEMENT MARKINGS
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 672 RAISED PAVEMENT MARKERS
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 300 (300-001)
SPECIAL PROVISION TO ITEM 300 (300-005)
SPECIAL PROVISION TO ITEM 300 (300-007)

300-001

# Special Provision to Item 300
# Asphalts, Oils, and Emulsions

Item **Error! Reference source not found.**, "**Error! No text of specified style in document.**," 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.

**Section 300.2.4., "Emulsified Asphalt,"** is supplemented by the following:

**Table 7A**
**Surface Performance-Grade Emulsified Asphalt**

| Grade | Test Procedure | HFRS-2(SPG xy[1]) | | CRS-2(SPG xy) | | CHFRS-2(SPG xy) | |
|---|---|---|---|---|---|---|---|
| | | Min | Max | Min | Max | Min | Max |
| Tests on emulsions: | | | | | | | |
| Viscosity, Saybolt Furol at 50°C, SFs[2] | T 72 | 150 | 400 | 150 | 400 | 150 | 400 |
| Storage stability test, 24 h., %[2] | T 59 | | 1 | | 1 | | 1 |
| Demulsibility, 35 mL, 0.02 N $CaCl_2$, % | T 59 | 60 | | | | | |
| Demulsibility, 35 mL, 0.8% dioctyl sodium sulfosuccinate, % | T 59 | | | 60 | | 60 | |
| Particle charge test | T 59 | | | positive | | positive | |
| Sieve test, %[2] | T 59 | | 0.10 | | 0.10 | | 0.10 |
| Residue recovery | PP 72, Procedure B | | | | | | |
| Residue, % | | 65 | | 65 | | 65 | |
| Tests on recovered residue: | | | | | | | |
| Residue properties | | Meet the specified SPG in Table 17A[3] | | | | | |
| Solubility in trichloroethylene, % | T 44 | 97.5 | | 97.5 | | | |
| Float test, 60°C, sec.[4] | T 50 | 1,200 | | | | 1,200 | |

1. X is the average 7-day maximum pavement surface design temperature, and y is the minimum pavement surface design temperature used in Table 17A.
2. This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
3. Meet original performance properties and PAV residue requirements only
4. If Float test is less than 1,200 sec. using PP 72, Procedure B, for residue recovery, then use T 59 for residue recovery.

**300-001**

**Section 300.2.10., "Performance-Graded Binders,"** is supplemented by the following:

**Table 17A**
**Surface Performance Grade (SPG) Specification**

| Surface Performance Grade | SPG 64 | SPG 67 | | | | | SPG 70 | | | | | SPG 73 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | -25 | -13 | -16 | -19 | -22 | -25 | -13 | -16 | -19 | -22 | -25 | -16 | -19 | -22 | -25 |
| Average 7-day Max pavement surface design temperature[1], °C | <64 | <67 | | | | | <70 | | | | | <73 | | | |
| Min pavement surface design temperature[1], °C | >-25 | >-13 | >-16 | >-19 | >-22 | >-25 | >-13 | >-16 | >-19 | >-22 | >-25 | >-16 | >-19 | >-22 | >-25 |
| **Original Binder** | | | | | | | | | | | | | | | |
| Flash point temp, T 48, Min, °C | 230 | | | | | | | | | | | | | | |
| Viscosity, T 316[2]: Max 0.15 Pa*s, test temp., °C | 205 | | | | | | | | | | | | | | |
| **Original Performance Properties** | | | | | | | | | | | | | | | |
| Dynamic Shear, T 315: G*/sinδ, Min 0.65 kPa, Test temp @ 10 rad/s, °C | 64 | 67 | | | | | 70 | | | | | 73 | | | |
| Phase angle[3] (δ), Max, @ temp. where G*/sinδ = 0.65 kPa | 80 | – | – | – | 80 | 80 | – | – | 80 | 80 | 80 | 80 | 80 | 80 | 80 |
| **Pressure Aging Vessel (PAV) Residue (R 28)** | | | | | | | | | | | | | | | |
| PAV aging temperature, °C | 100 | 100 | | | | | 100 | | | | | 100 | | | |
| Creep stiffness, T 313: S, Max 500 MPa, Test temp. @ 8 sec., °C | -25 | -13 | -16 | -19 | -22 | -25 | -13 | -16 | -19 | -22 | -25 | -16 | -19 | -22 | -25 |

1. Temperatures are at the surface of the pavement structure. These may be determined from experience or may be estimated using equations developed by SHRP or LTPP, but modified to represent surface temperatures. Surface-grade high temperatures are generally 3°C to 4°C greater than those determined for Superpave PG binders.
2. The referee method will be AASHTO T 316 using a #21 spindle at 50 r/min, however alternate methods may be used for routine testing and quality assurance.
3. Phase angle is determined at the temperature where G*/sin δ =0.65 kPa. For routine testing and quality assurance, the phase angle can be interpolated from testing at two temperatures, one above and one below where G*/sin δ=0.65 kPa.

# Special Provision to Item 300
# Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 300.2.4, "Emulsified Asphalt."** Table 10 is voided and replaced by the following:

**Table 10**
**Polymer Modified Cationic Emulsified Asphalt**

| Type-Grade | | Rapid Setting | | | | | | Slow Setting | |
|---|---|---|---|---|---|---|---|---|---|
| | | CRS-1P | | CRS-2P | | CRS-2TR | | CSS-1P | |
| Property | Test Procedure | Min | Max | Min | Max | Min | Max | Min | Max |
| Viscosity, Saybolt Furol | T 72 | | | | | | | | |
| 77°F, sec. | | - | - | - | - | - | - | 20 | 100 |
| 122°F, sec. | | 50 | 150 | 150 | 400 | 150 | 500 | - | - |
| Sieve Test, % | T 59 | - | 0.1 | - | 0.1 | - | 0.1 | - | 0.1 |
| Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, % | T 59 | 60 | - | 70 | - | 40 | - | - | - |
| Storage Stability, 1 day, % | T 59 | - | 1 | - | 1 | - | 1 | - | 1 |
| Breaking Index, g | Tex-542-C | - | 80 | - | - | - | - | - | - |
| Particle Charge | T 59 | positive | | positive | | positive | | positive | |
| Distillation Test:[1] | T 59 | | | | | | | | |
| Residue by Distillation, % by wt. | | 65 | - | 65 | - | 65 | - | 62 | - |
| Oil Distillate, % by volume of emulsion | | - | 3 | - | 0.5 | - | 3 | - | 0.5 |
| Tests on Residue from Distillation: | | | | | | | | | |
| Modifier type | | Polymer | | Polymer | | Tire Rubber | | Polymer | |
| Modifier Content, wt. % (solids basis) | | - | - | 3.0 | - | 5.0 | - | 3.0 | - |
| Penetration, 77°F, 100 g, 5 sec. | T 49 | 225 | 300 | 90 | 150 | 90 | 150 | - | 90 |
| Viscosity, 140°F, poise | T 202 | - | - | 1300 | - | 1000 | - | - | - |
| Solubility in Trichloroethylene, % | T 44 | 97.0 | - | 97.0 | - | 98 | - | 97.0 | - |
| Softening Point, °F | T 53 | - | - | - | - | - | - | 135 | - |
| Ductility, 77°F, 5 cm/min., cm | T 51 | - | - | - | - | 40 | - | 70 | - |
| Ductility[2], 39.2°F, 5 cm/min., cm | T 51 | - | - | 50 | - | - | - | - | - |
| Elastic Recovery[2], 50°F, % | Tex-539-C | 45 | - | 55 | - | - | - | - | - |

[1]Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ± 0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from the first application of heat.

[2]CRS-2P must meet one of either the ductility or elastic recovery requirements.

300-007

# 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.

**Section 300.2.4., "Emulsified Asphalt",** is supplemented by the following:

**Emulsified Asphalt**. Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 7, 8, 9, and 10.

**Table 10B**
**Non-Tracking Tack Coat Emulsion**

| Property | Test Procedure | Quick Setting QS-1HH | |
|---|---|---|---|
| | | Min | Max |
| Viscosity, Saybolt Furol, 77° F,sec | T 72 | 15 | -- |
| Storage stability, 1 Day, % | T 59 | -- | 1 |
| Settlement, 5-day, % | T 59 | 2 | 5 |
| Sieve test, % | T 59 | -- | 0.30 |
| Distillation test:[1] | T 59 | | |
| Residue by distillation, % by wt. | | 50 | -- |
| Oil distillate, by volume of emulsion | | -- | 1.0 |
| Test on residue from distillation: | | | |
| Penetration, 77°F, 100 g, 5 sec. | T 49 | -- | 20 |
| Solubility in trichloroethylene, % | T 44 | 97.5 | -- |
| Softening point, °F | T 53 | 150 | |
| Dynamic shear, G*/sin(δ), 82°C, 10 rad/s, kPa | T 315 | 1.0 | -- |

1. Exception to AASHTO T-59: Bring the temperature on the lower thermometer slowly to 350°F ± 10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from first application of heat.

**INDEX OF SHEETS**


| SHEET | DESCRIPTION |
|---|---|
| 1 | TITLE SHEET |
| 2 | ESTIMATE OF QUANTITIES SUMMARY |
| 3 | TYPICAL SECTION |
| 4 | MISCELLANEOUS DETAILS |
| 5-28 | OVERLAY AND STRIPING PLAN |
| **SHEET** | **STANDARDS** |
| 29 | TCP (1-2)-12 |
| 30 | TCP (2-2)-12 |
| 31 | TCP (2-3)-12 |
| 32 | TCP (3-1)-13 |
| 33 | TCP (3-4)-13 |
| 34 | TCP (7-1)-13 |
| 35 | WZ (TD)-13 |
| 36 | WZ (STPM)-13 |
| 37 | WZ (UL)-13 |
| 38-49 | BC (1)-14 THRU BC (12)-14 |
| 50 | PM (1)-12 |


# WILLIAMSON COUNTY

## DEPARTMENT OF INFRASTRUCTURE

3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

# PLANS FOR PROPOSED

## CR 279

# IMPROVEMENTS

## FROM CR 281 TO LIBERTY HILL CITY LIMITS

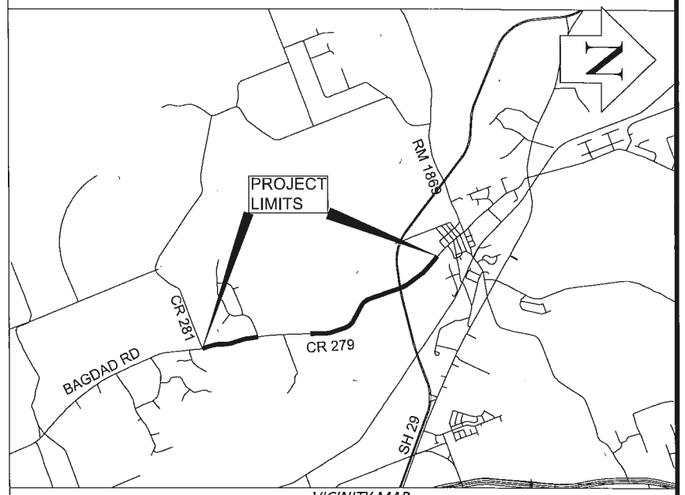
## STA 13+31.32 TO STA 46+54.74
## STA 69+56.48 TO STA 159+26.50

WILLIAMSON COUNTY
1848

GENERAL PROJECT INFO:
REHAB OF CR 279 CONSISTS OF PULVERIZING TOP 8" EXISTING ROADWAY MATERIAL; CEMENT STABILIZING 8" OF PULVERIZED MATERIAL WITH 4% CEMENT; ADDING ONE-COURSE SEAL COAT AND 2" HMAC TYPE D; AND STRIPING.

LIMITS:
FROM THE INTERSECTION OF CR 281 TO SILVER CREEK DR, AND FROM 1,145' NORTH OF CR 278 TO THE CITY LIMITS, APPROXIMATELY 12,294 FT OR 2.33 MILES IN LENGTH.

| # | SHEETS AFFECTED | BY | DATE |
|---|---|---|---|
| # | # | # | # |
| # | # | # | # |
| # | # | # | # |
| # | # | # | # |




*VICINITY MAP*
*N.T.S.*

WILLIAMSON COUNTY

DESIGNED BY:

KON Q. KWAN, P.E. PROJECT ENGINEER 07/02/2019 DATE

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE STANDARD / DETAIL SHEETS, #29 THRU #50, HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. TERRON EVERTSON, P.E., COUNTY ENGINEER 7/3/19 DATE

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

$PWFILE$ 7/2/2019 2:59:21 PM

## CR 279 - ESTIMATE OF QUANTITIES SUMMARY

| ITEM | NO | DESCRIPTION | UNITS | QUANTITY |
|---|---|---|---|---|
| 160 | 6003 | FURNISHING AND PLACING TOPSOIL (4") | SY | 8196 |
| 164 | 6033 | DRILL SEEDING (PERM) (RURAL) (SANDY) | SY | 8196 |
| 166 | 6001 | FERTILIZER | AC | 2 |
| 168 | 6001 | VEGETATIVE WATERING | MG | 1017 |
| 275 | 6001 | CEMENT | TON | 479 |
| 275 | 6038 | CEMENT TREAT (EXIST MATL)(DC)(8") | SY | 35112 |
| 316 | 6175 | AGGR (TY-B GR-4 SAC-B) | CY | 306 |
| 316 | 6466 | ASPH (CHFRS-2P OR CRS-2P) | GAL | 12290 |
| 341 | 6043 | D - GR HMA TY - D PG70 - 22 | TON | 3863 |
| 354 | 6021 | PLANE ASPH CONC PAV (0" TO 2") | SY | 3945 |
| 500 | 6001 | MOBILIZATION | LS | 1 |
| 502 | 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | 2 |
| 530 | 6005 | DRIVEWAYS (ACP) | SY | 2097 |
| 662 | 6109 | WK ZN PAV MRK SHT TERM (TAB) TY W | EA | 1225 |
| 662 | 6111 | WK ZN PAV MRK SHT TERM (TAB) TY Y - 2 | EA | 1220 |
| 666 | 6170 | REFL PAV MRK TY II (W) 4" (SLD) | LF | 24502 |
| 666 | 6207 | REFL PAV MRK TY II (Y) 4" (SLD) | LF | 24402 |
| 666 | 6302 | RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL) | LF | 24502 |
| 666 | 6314 | RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL) | LF | 24402 |
| 677 | 6001 | ELIM EXT PAV MRK & MRKS ( 4") | LF | 560 |

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

| NO. | REVISION | BY | DATE |
|---|---|---|---|

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE

CR 279
ESTIMATE OF QUANTITIES SUMMARY

| | |
|---|---|
| Designed: | KQK |
| Checked: | KQK |
| Drawn: | KQK |
| Checked: | KQK |

3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

SHEET NO. 2

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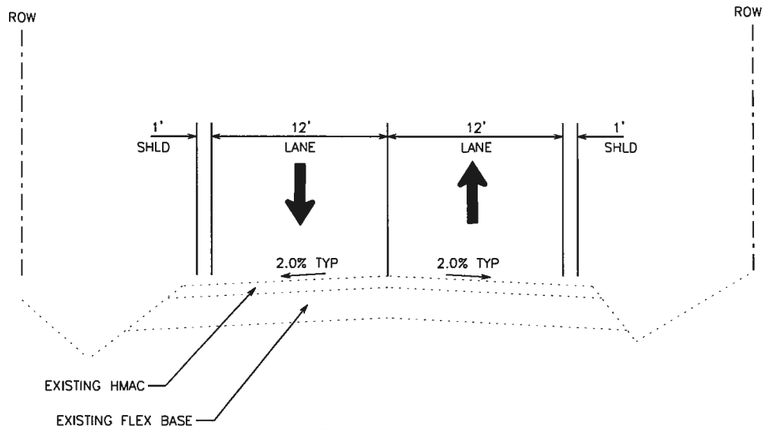
7/2/2019



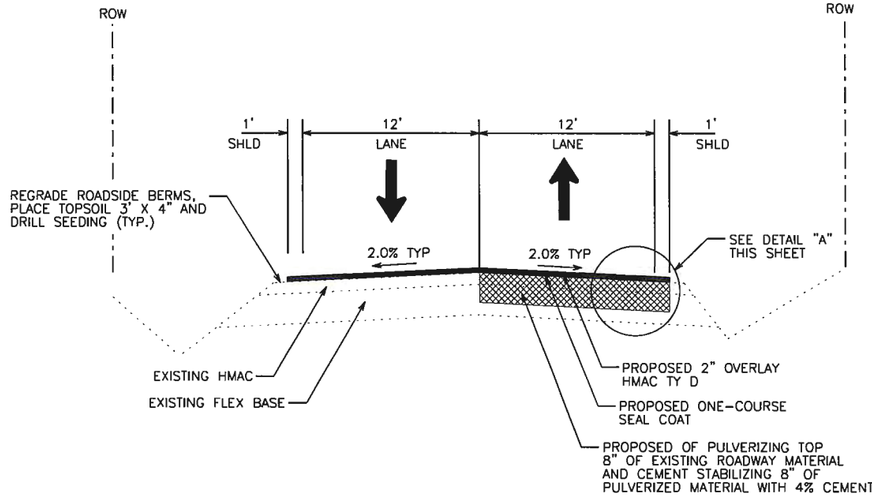

EXISTING CR 279
TYPICAL SECTION
N.T.S.

SEQUENCE OF CONSTRUCTION:

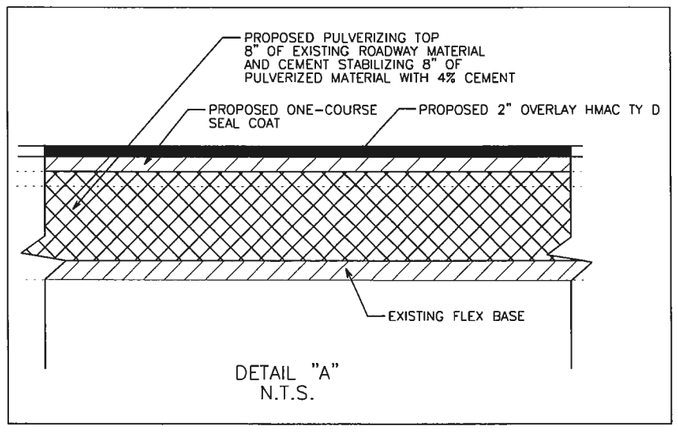
1. ESTABLISH EXISTING ROADWAY GRADE/CROSS SECTION ELEVEATIONS.
2. PULVERIZE AND STABILIZE THE TOP 8" OF EXISTING ROAWAY MATERIAL WITH 4% CEMENT (DENSITY CONTROL).
3. RESHAPE ROADWAY GRADE/CROSS SECTION TO MATCH THE EXISTING ELEVATIONS.
4. MILL BUTT JOINT ON ROADWAYS, INTERSECTION AND DRIVEWAYS.
5. PLACE ONE-COURSE OF SEAL COAT.
6. PLACE 2" OVERLAY OF HMAC TY D.
7. REMOVE EXISTING PAVEMENT MARKINGS ON BRIDGE STRUCTURE.
8. INSTALL PAVEMENT MARKINGS TY II AND TY I.
9. PLACE TOPSOIL TO MATCH NEW EDGE OF PAVEMENT.
10. INSTALL DRILL SEEDING ON NEW TOPSOIL PLACED.
11. REVEGETATE ALL DISTURBED AREAS, INCLUDING TEMPORARY SEEDING, WITHIN THE ROW WITH PERMANENT SEEDING UNLESS SEASON DICTATES THE USE OF TEMPORARY SEEDING.
12. WATER REVEGETATED AREAS UNTIL GRASS IS ESTABLISHED.

NOTES:

1. MICROCRACKING OF CEMENT TREATED BASE IS REQUIRED. MICROCRACKING SHALL BE PERFORMED IN ACCORDANCE WITH ITEM 275.4.7 OF 2014 TXDOT STANDARD SPECIFICATIONS.




PROPOSED CR 279
TYPICAL SECTION
N.T.S.




DETAIL "A"
N.T.S.

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90584
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WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
TYPICAL SECTION

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SHEET NO. 3

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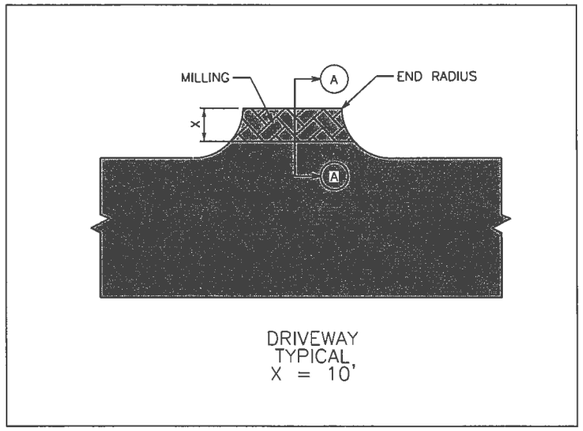
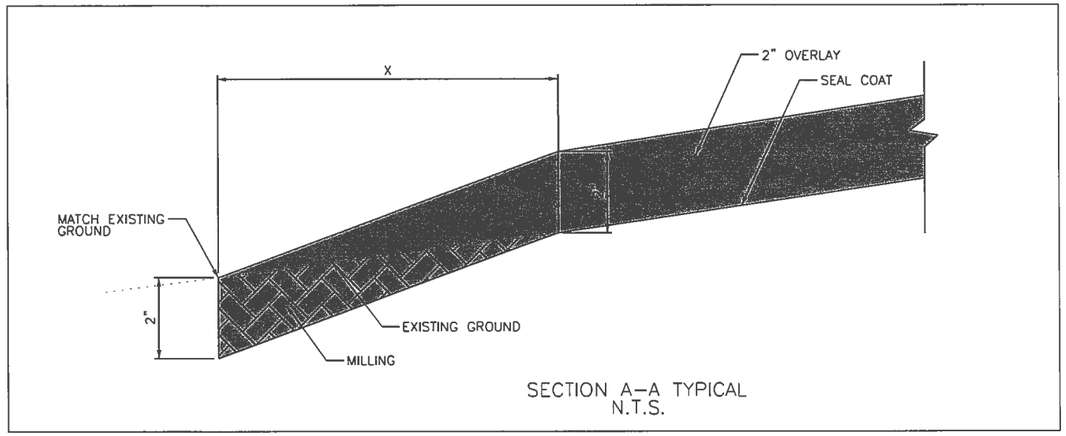



DRIVEWAY
TYPICAL
X = 10'



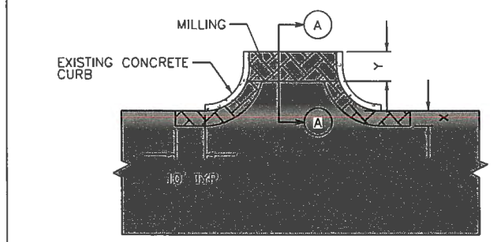

SECTION A–A TYPICAL
N.T.S.

## LEGEND

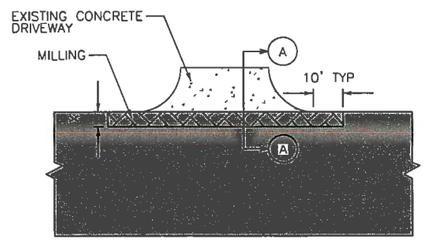
UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE




DRIVEWAY WITH CONCRETE CURB TYPICAL
X = 5'
Y = 10'




CONCRETE DRIVEWAY TYPICAL
X = 5'

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WILLIAMSON COUNTY
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WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE

CR 279
MISCELLANEOUS DETAILS

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SHEET NO. 4

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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 5

CR279_PLAN05.dgn 10:24:01 AM
7/2/2019

25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 6

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7/2/2019

25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 7

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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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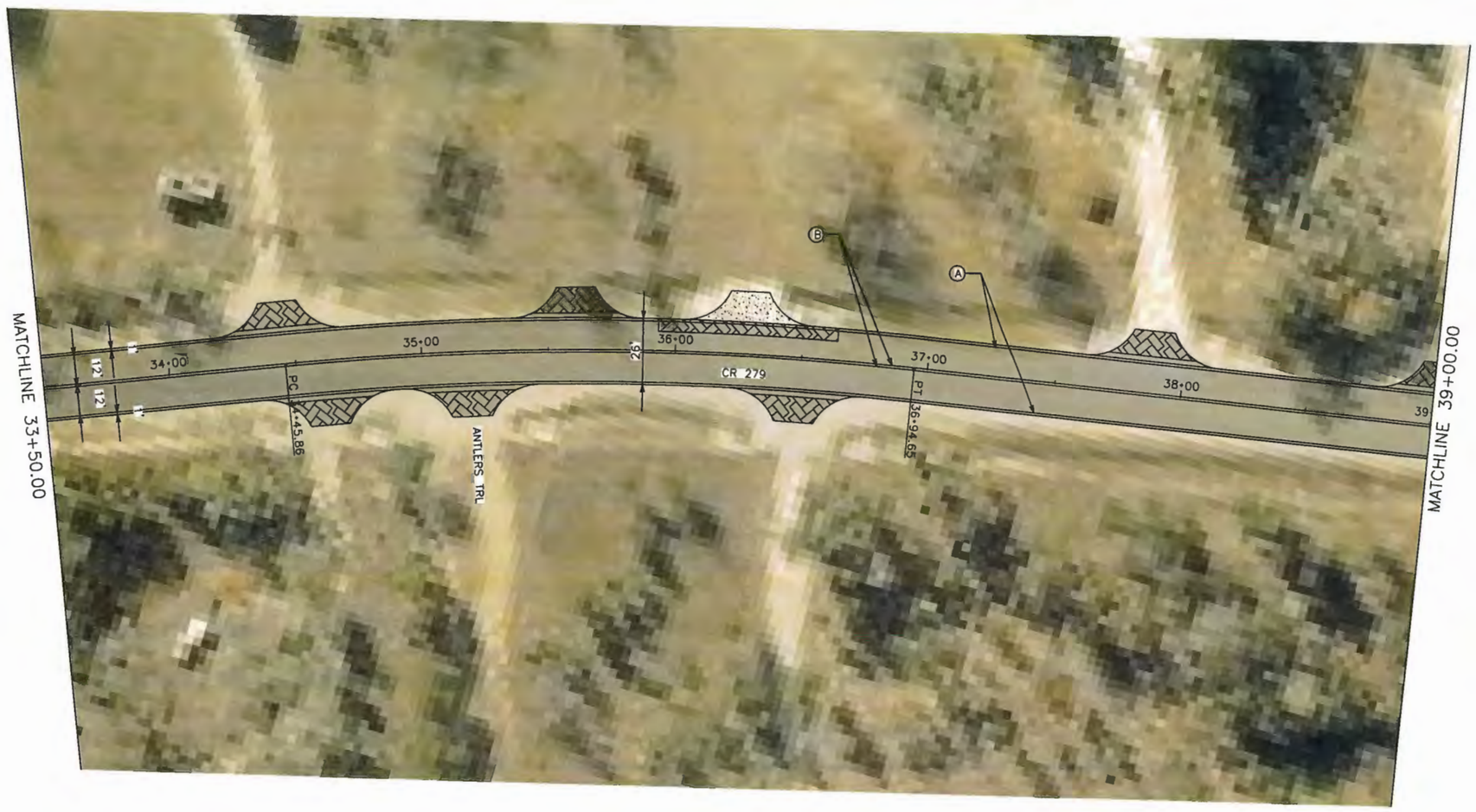


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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 9

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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

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WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 10

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7/2/2019

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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

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WILLIAMSON COUNTY 1848
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CR 279
OVERLAY AND STRIPING PLAN

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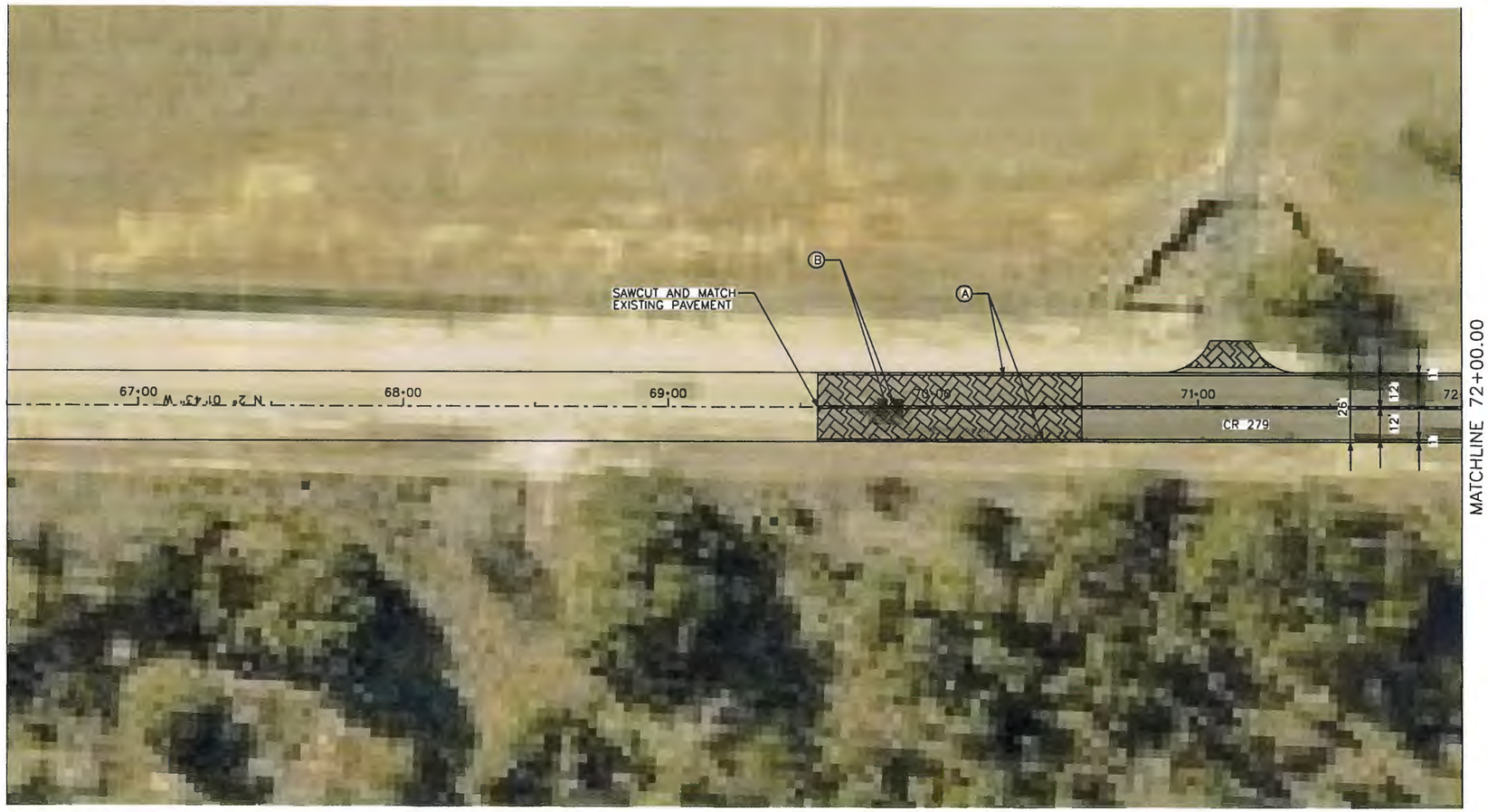


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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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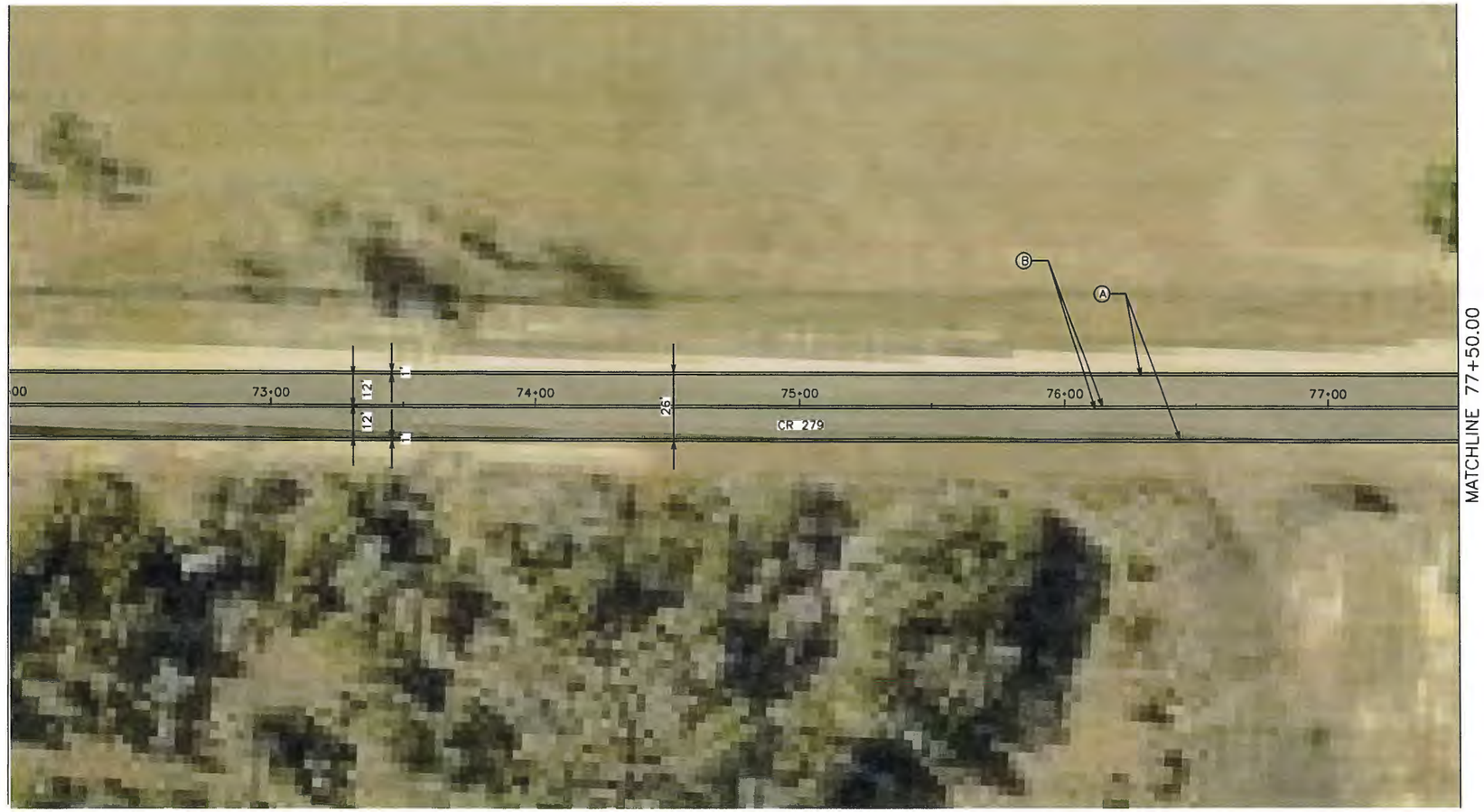


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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

# CR 279
# OVERLAY AND STRIPING PLAN

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SHEET NO. 13

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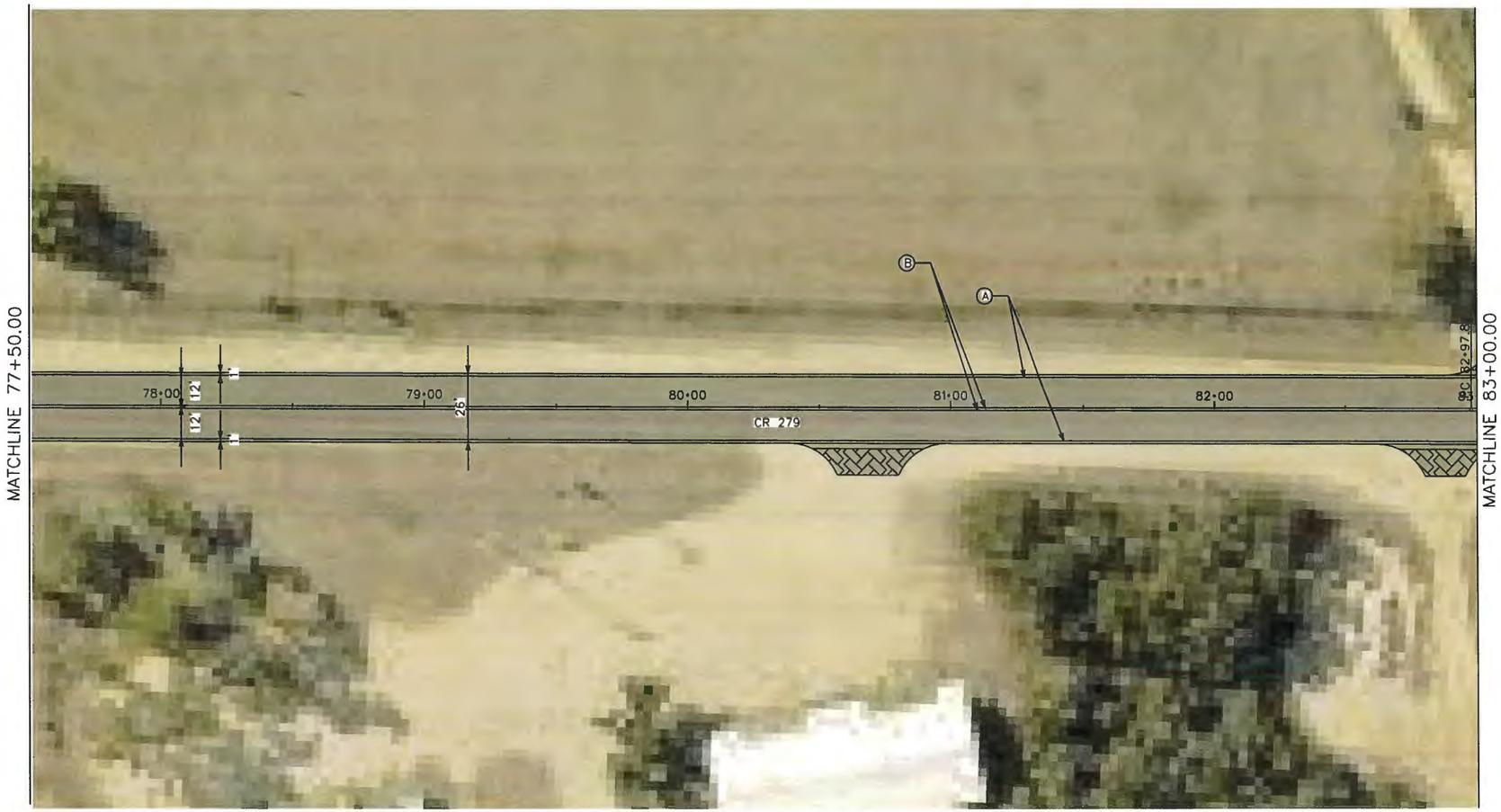


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25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

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07/02/2019

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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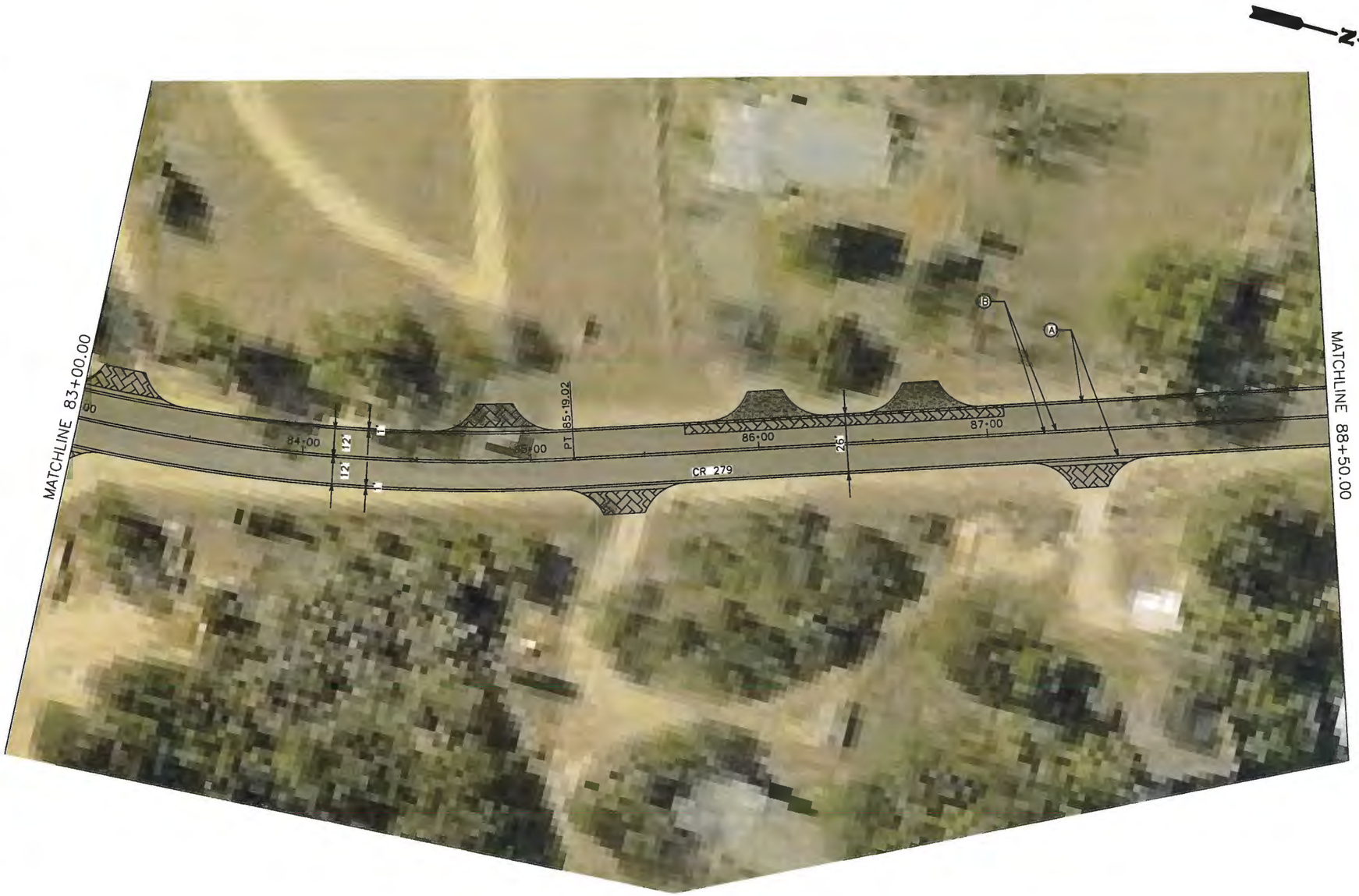


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25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

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07/02/2019

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 15

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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

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STATE OF TEXAS
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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 16

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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 17

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7/2/2019

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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)

Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

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CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 18

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SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

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PROFESSIONAL ENGINEER
07/02/2019

| NO. | REVISION | BY | DATE |
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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK |
| Checked: | KQK |
| Drawn: | KQK |
| Checked: | KQK |

3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
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SHEET NO. 19

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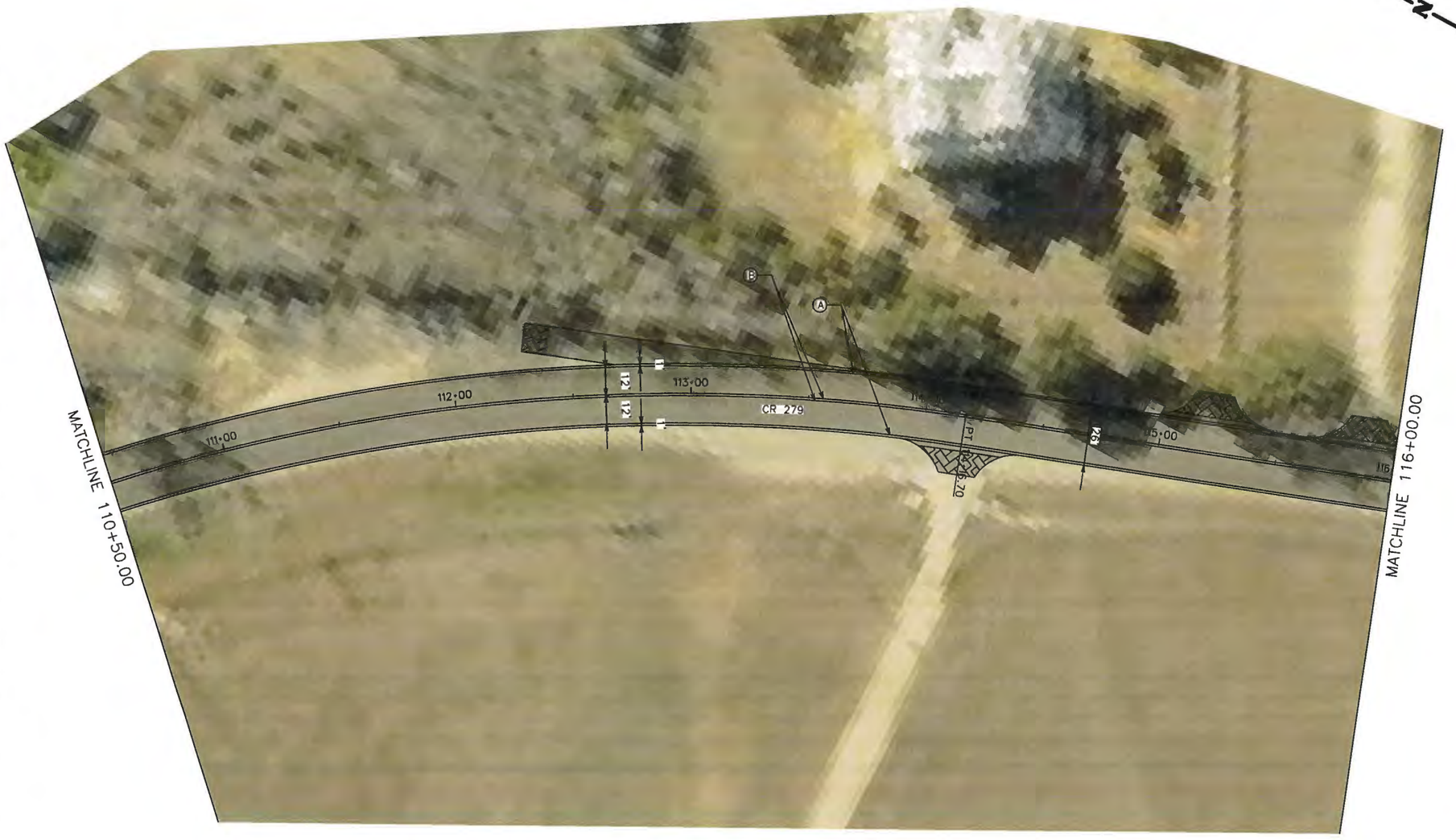
7/2/2019




25 12.5 0 25 50
SCALE FEET

N

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
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07/02/2019

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK |
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SHEET NO. 20

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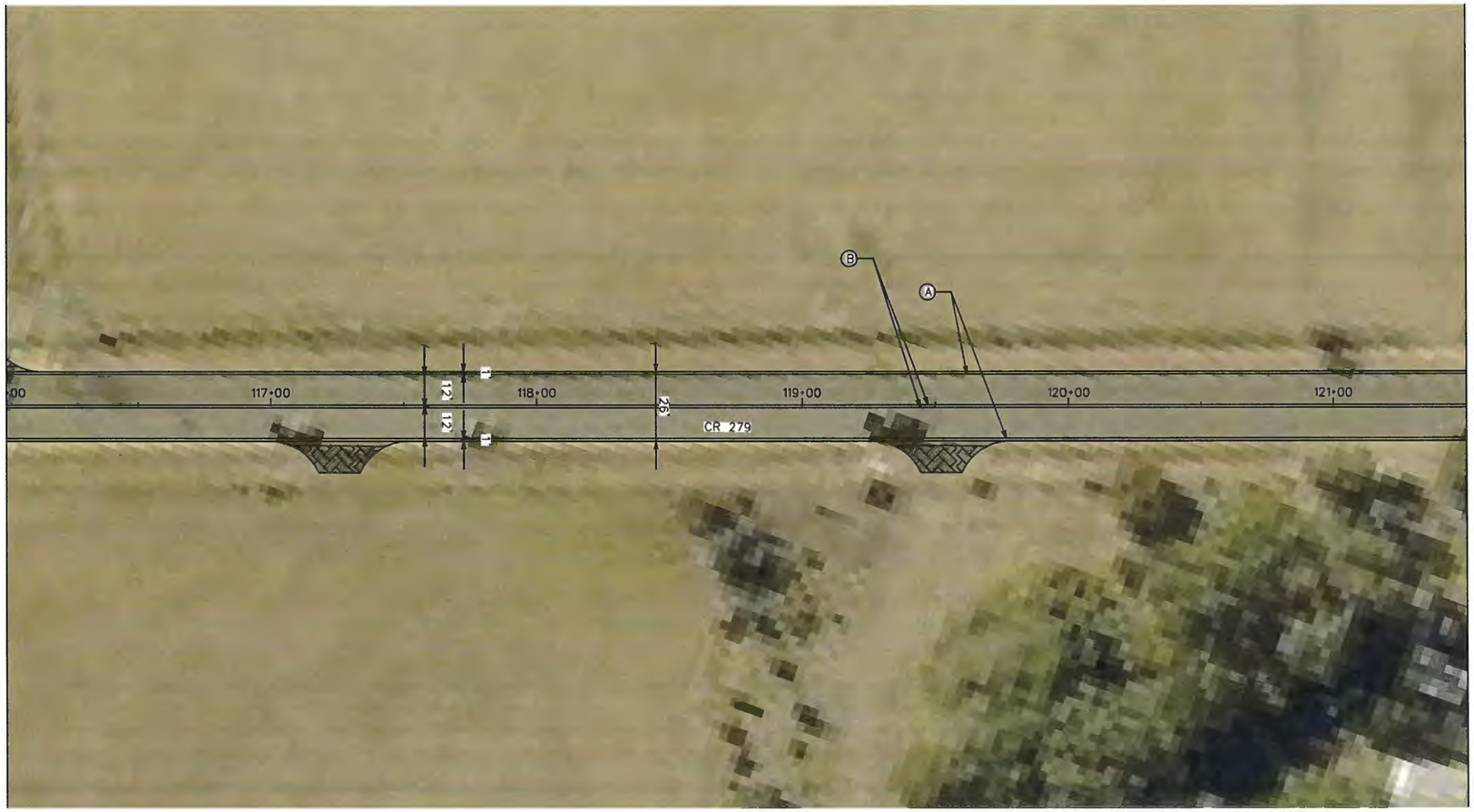
7/2/2019




N

25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK |
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SHEET NO. 21

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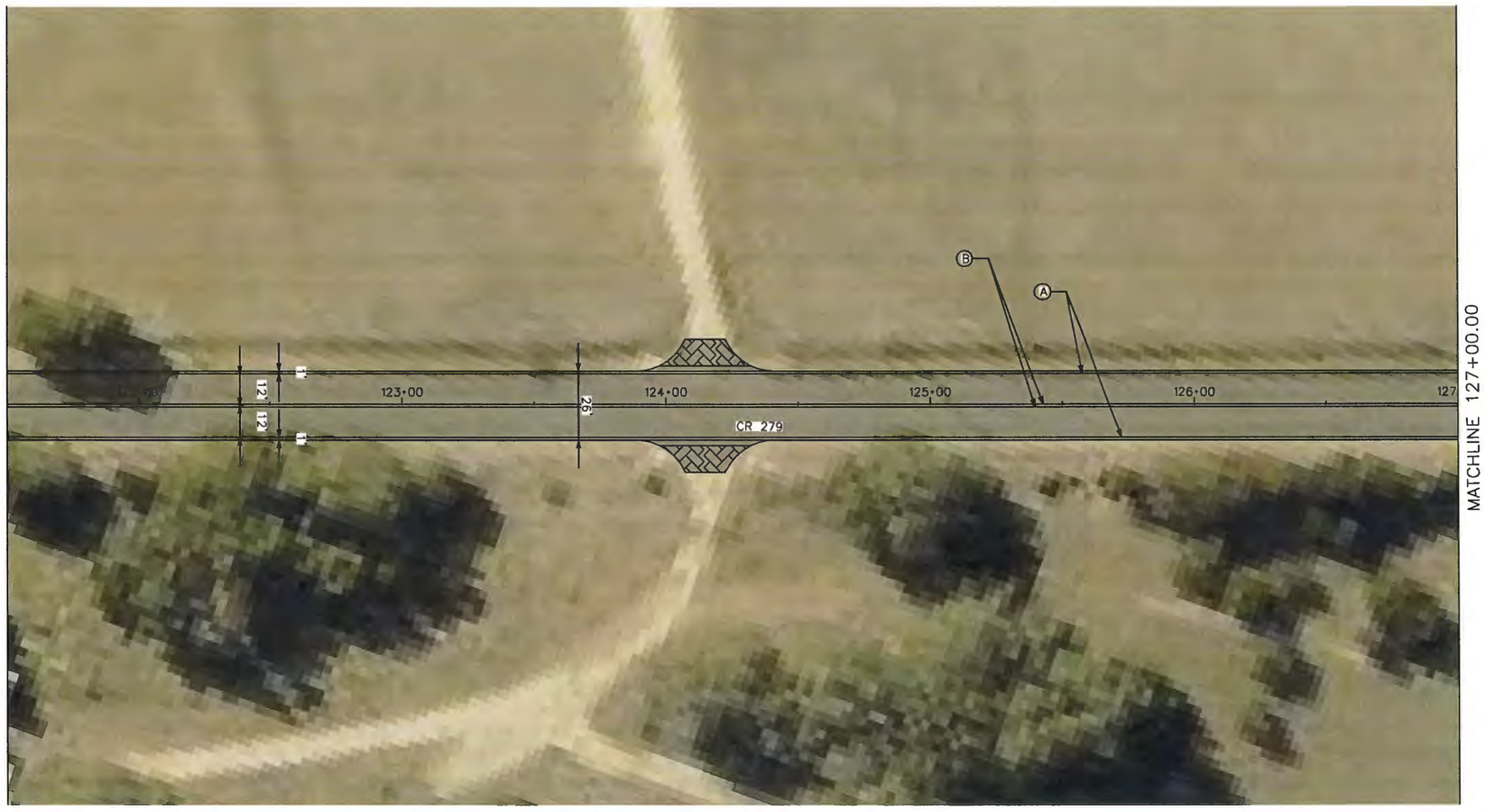
7/2/2019




25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK |
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| Drawn: | KQK |
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SHEET NO. 22

CR279_PLAN22.dgn 11:16:36 AM
7/2/2019

25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
KON Q. KWAN
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07/02/2019

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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK | 3151 S.E. INNER LOOP<br>GEORGETOWN, TEXAS 78626<br>512-943-3330<br>www.wilco.org | SHEET NO. 23 |
| Checked: | KQK | | |
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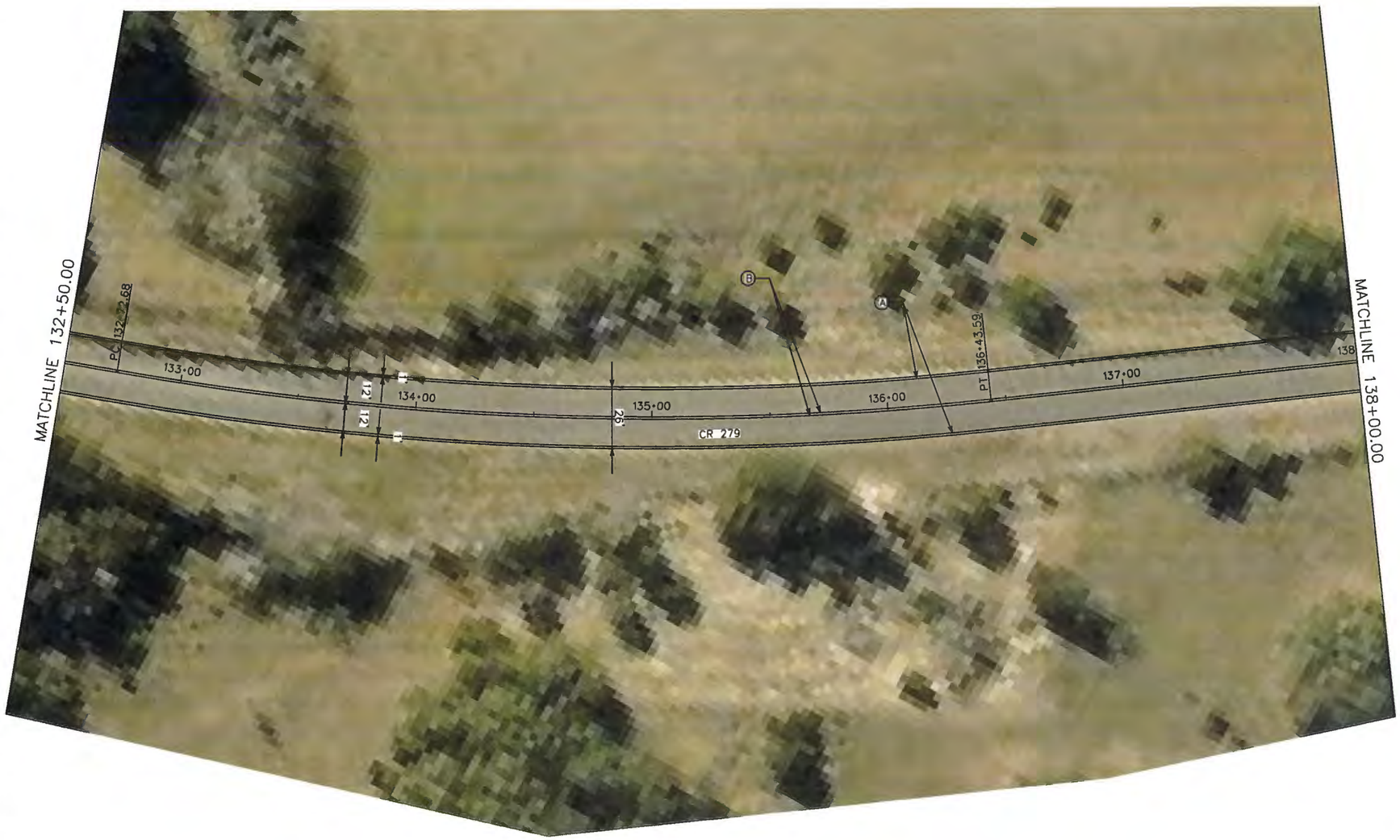


25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
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07/02/2019

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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK | 3151 S.E. INNER LOOP<br>GEORGETOWN, TEXAS 78626<br>512-943-3330<br>www.wilco.org |
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SHEET NO. 24

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25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

(A) REFL PAV MRK TY II AND TY I (W) 4" (SLD)
(B) REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

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WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK |
| Checked: | KQK |
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SHEET NO. 25

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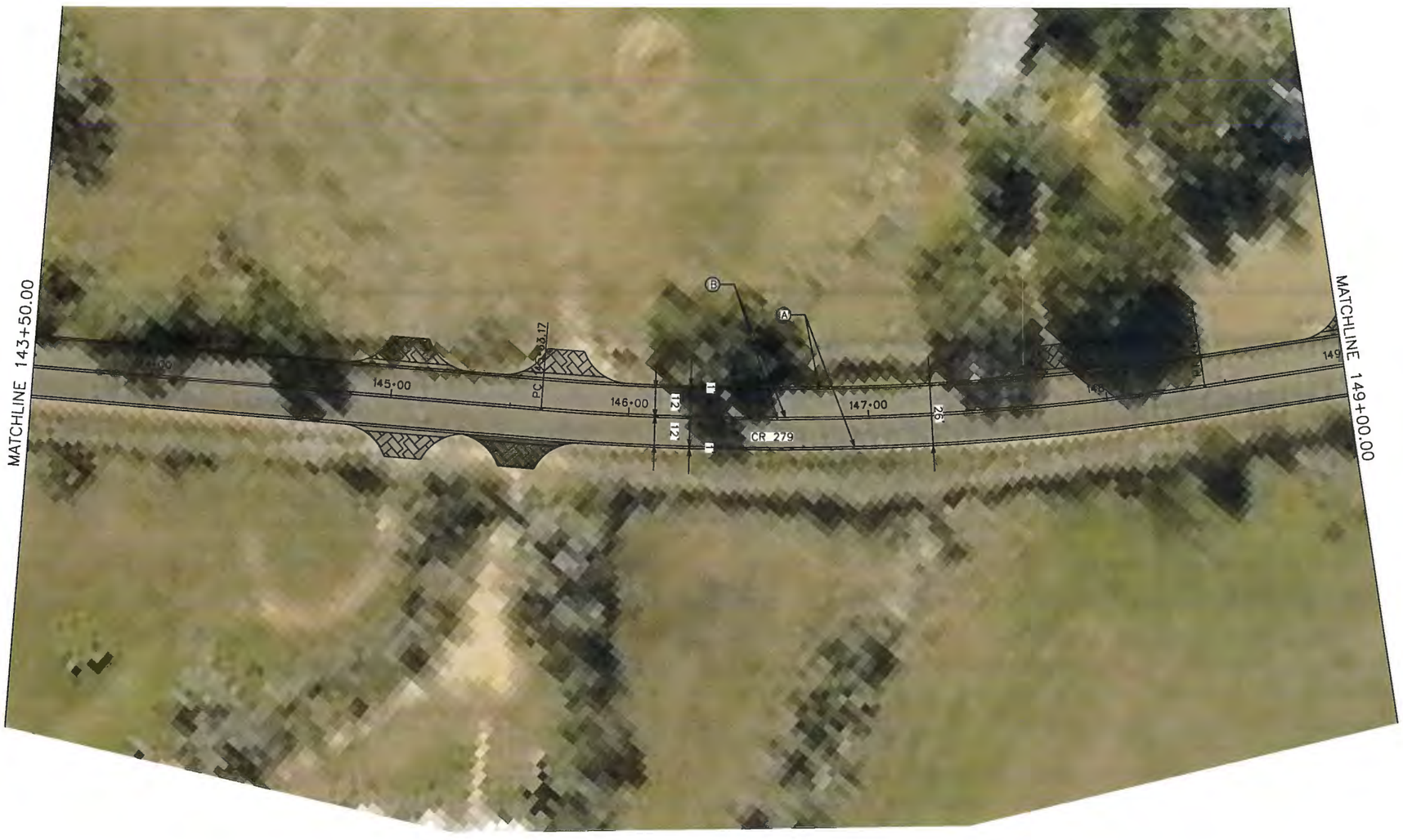
7/2/2019




25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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SHEET NO. 26

CR279_PLAN26.dgn 7/2/2019 11:23:56 AM

25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK |
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SHEET NO. 27

CR279_PLAN27.dgn 11:25:13 AM
7/2/2019

25 12.5 0 25 50
SCALE FEET

## LEGEND

STABILIZE, UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

Ⓐ REFL PAV MRK TY II AND TY I (W) 4" (SLD)
Ⓑ REFL PAV MRK TY II AND TY I (Y) 4" (SLD)

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
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WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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| Designed: | KQK |
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SHEET NO. 28

CR279_PLAN28.dgn 7/2/2019 11:26:31 AM

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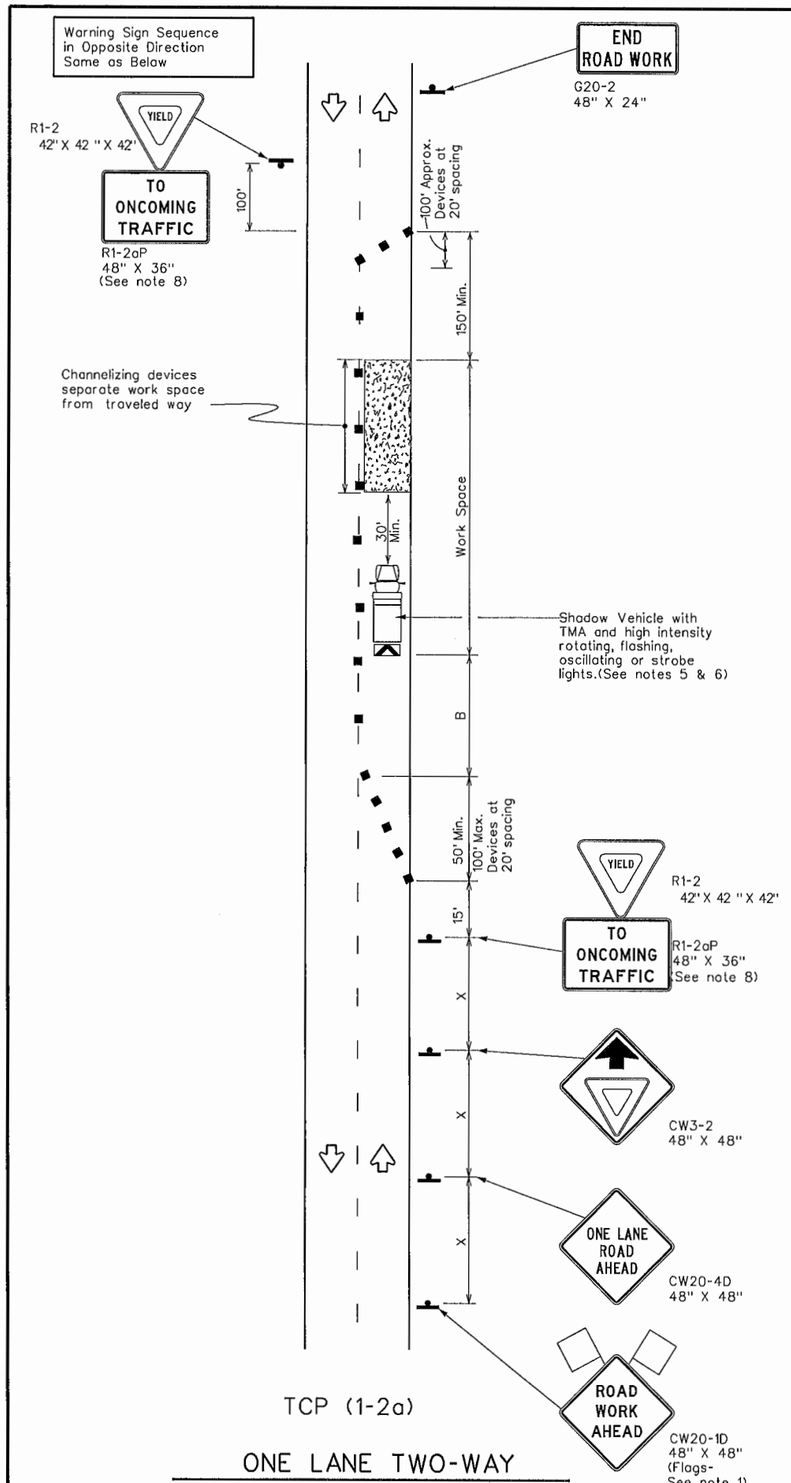
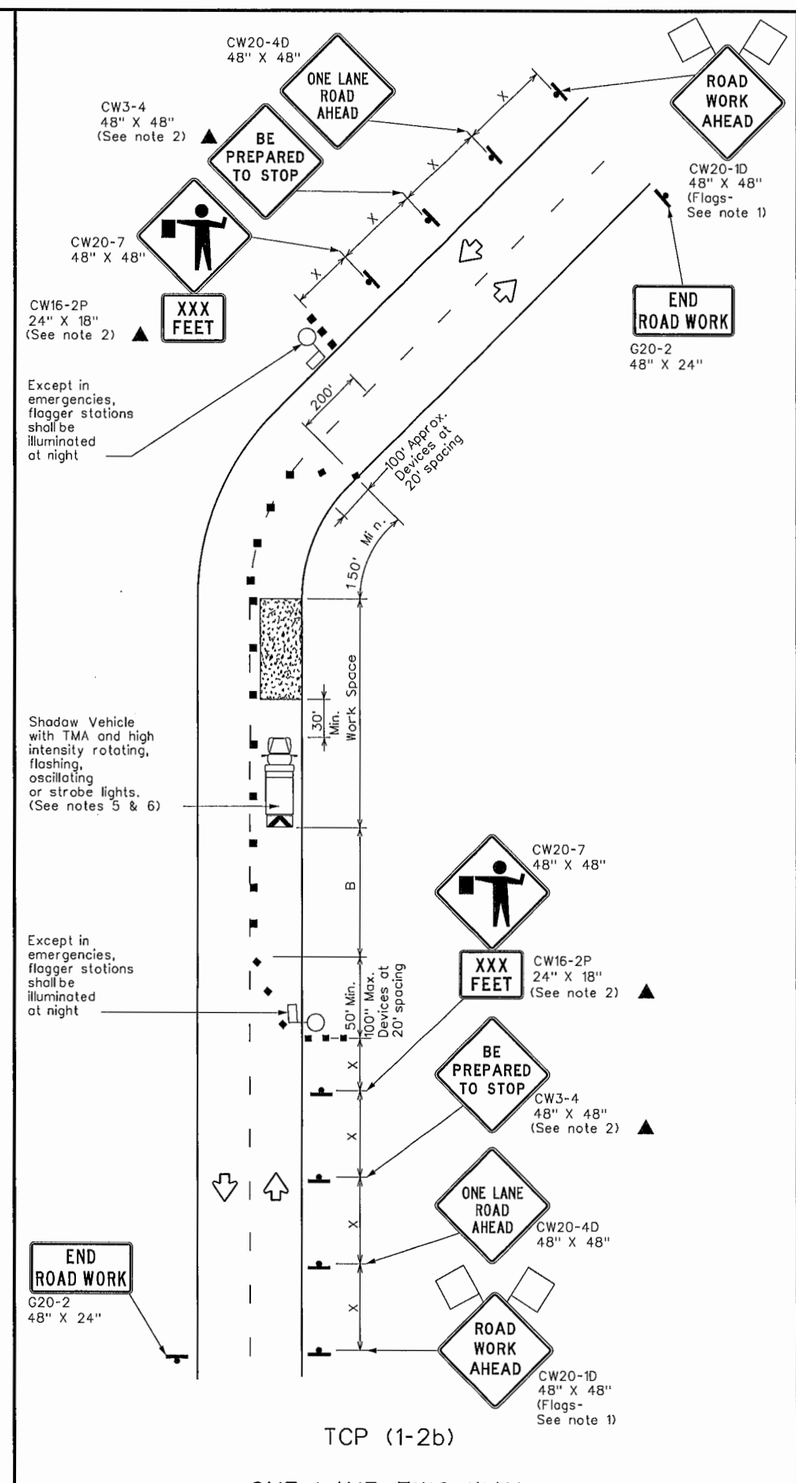



TCP (1-2a)

## 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 | | Flogger |

| Posted Speed x | Formula | Minimum Desirable Taper Lengths xx 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= WS²/60 | 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' |

x Conventional Roads Only

xx 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" ploque 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.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

# TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

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REVISIONS
4-90 2-12
2-94
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4-98

| CONT | SECT | JOB | HIGHWAY |
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| DIST | COUNTY | | SHEET NO. |
| | | | 29 |

DATE:
FILE:

152

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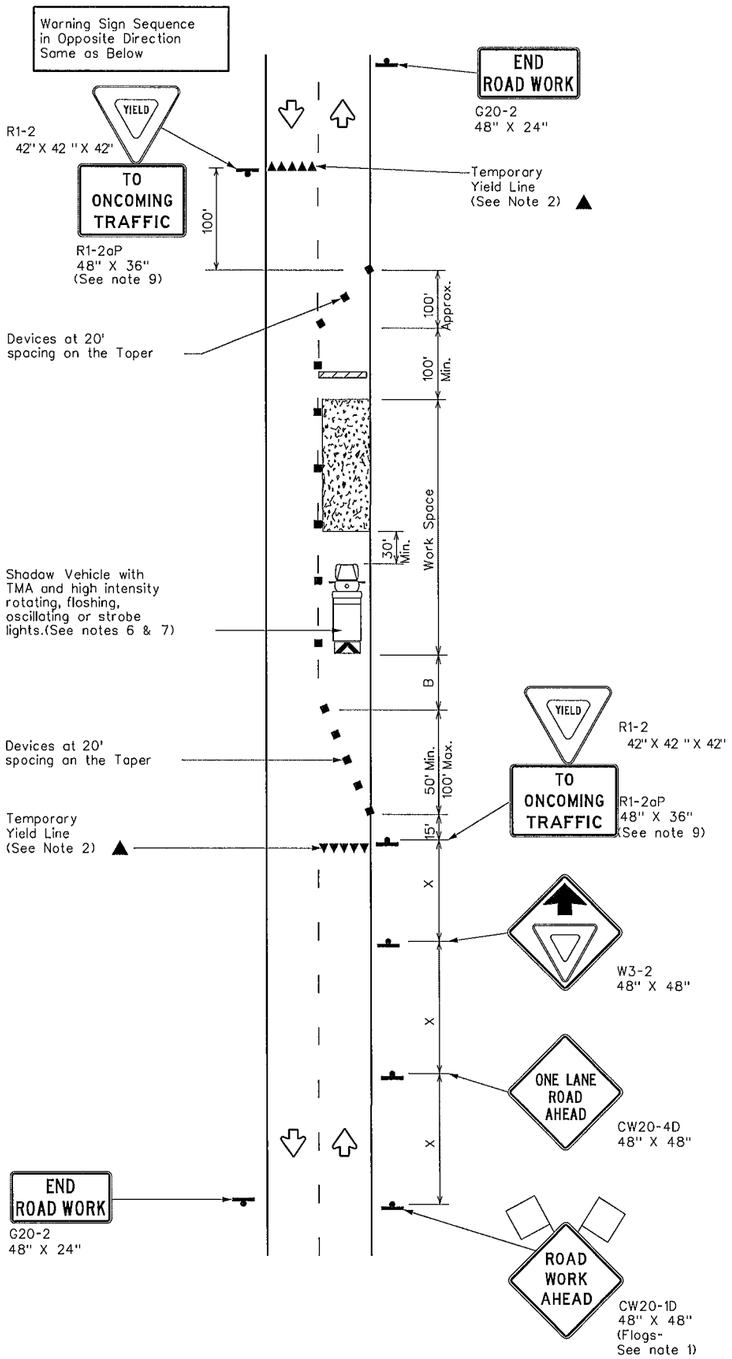
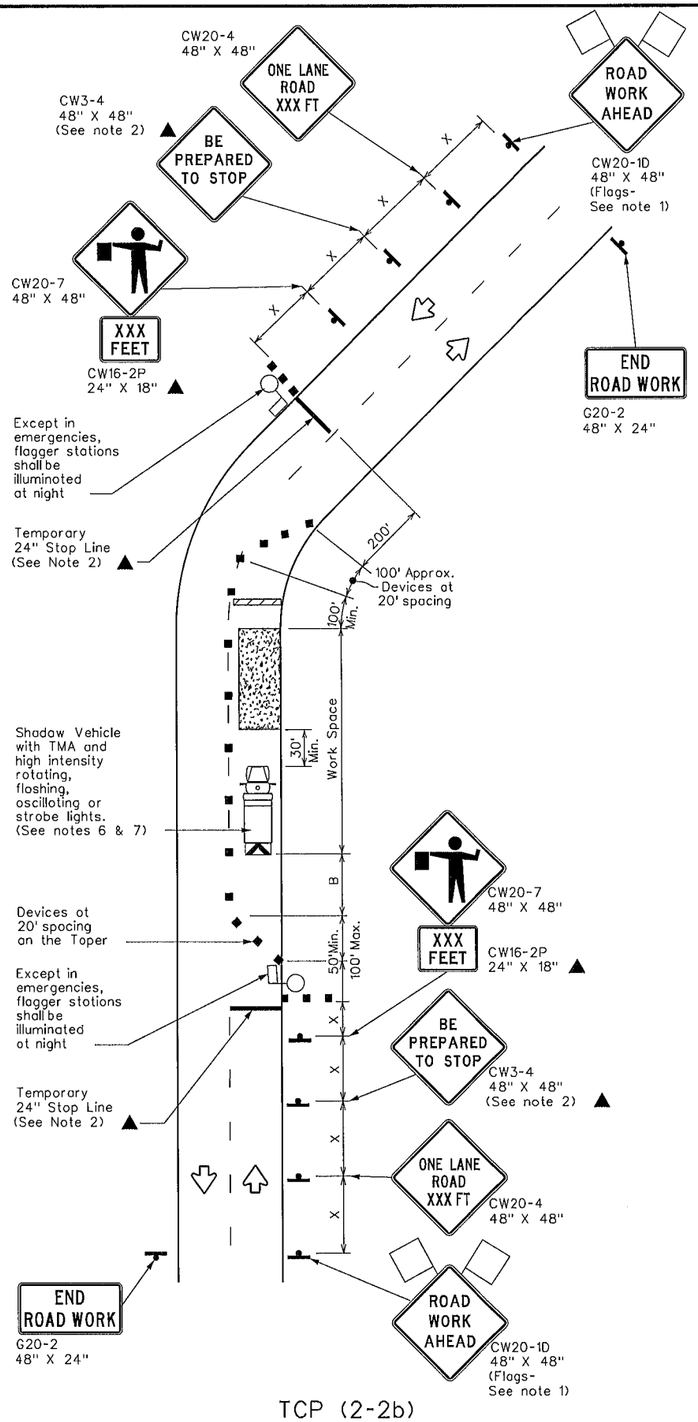



TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)




TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
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 CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. 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.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

### TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

### TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

# TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(2-2)-12

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| DIST | COUNTY | | SHEET NO. |
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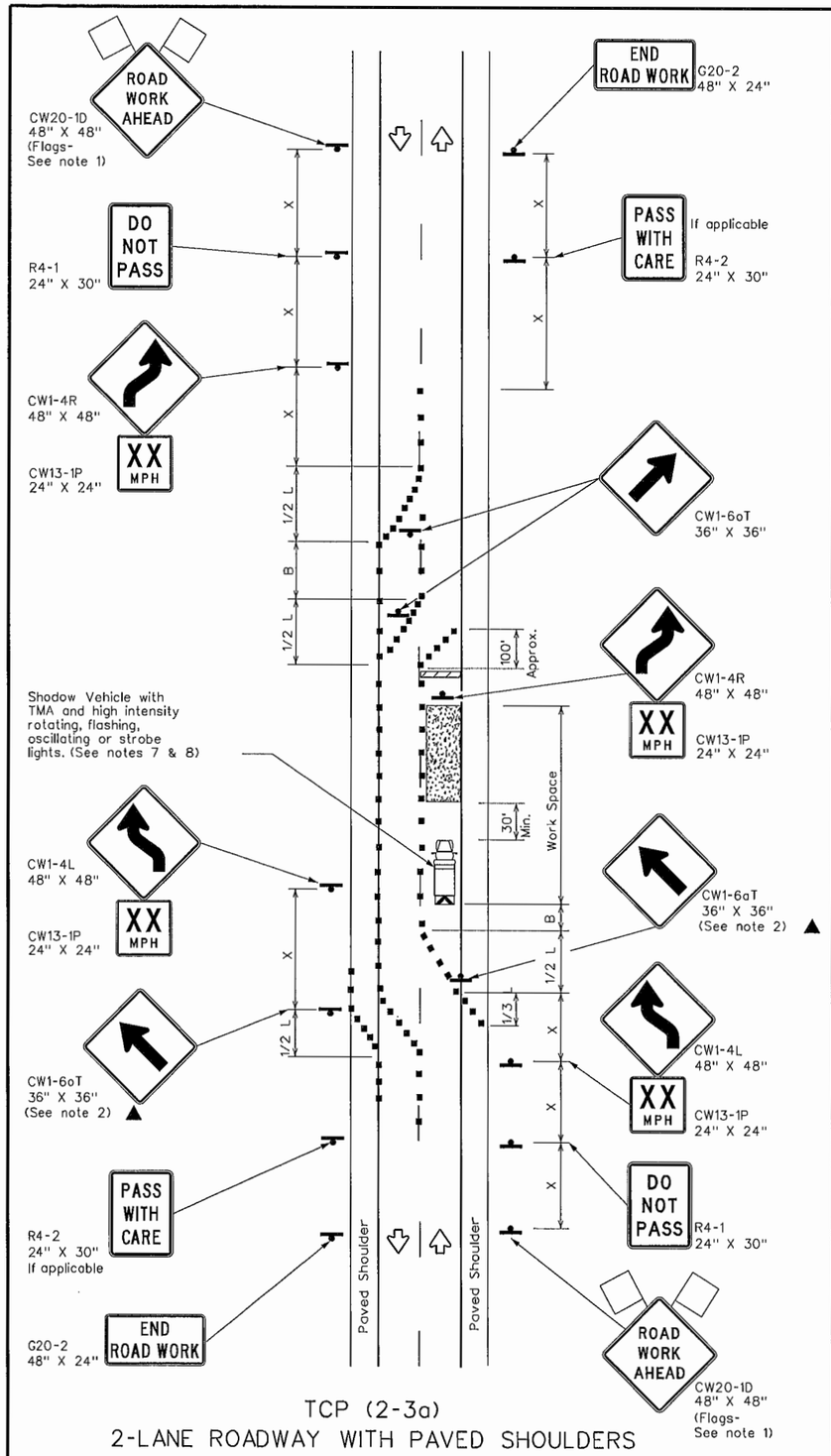
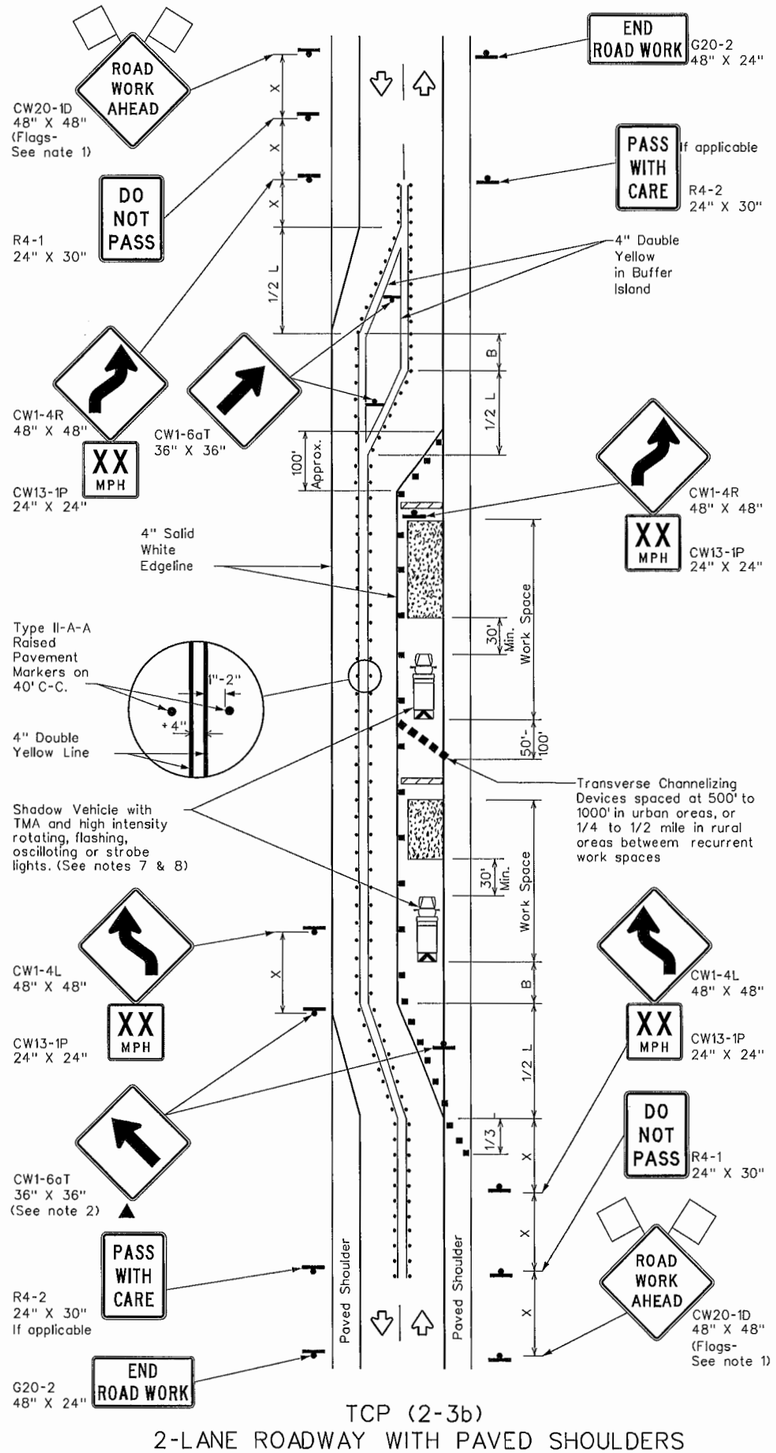



TCP (2-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW




TCP (2-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

| LEGEND | | | |
|---|---|---|---|
| | Type 3 Barricade | | Channelizing Devices |
| | Heavy Work Vehicle | | Truck Mounted Attenuator (TMA) |
| | Trailer Mounted Flashing Arraw Board | | Raised Pavement Markers Ty II-AA |
| | 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 Longitudinol 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 |
| | | | | TCP(2-3b)ONLY |
| | | | ✓ | ✓ |

## 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. When work space will be in place less than three days existing pavement markings may remain in place. Channelizing devices shall be used to separate traffic.
4. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Flagger should be positioned at end of traffic queue.
5. The R4-1 "DO NOT PASS," R4-2 " PASS WITH CARE" and construction regulatory speed zone signs may be installed within CW20-1D "ROAD WORK AHEAD" signs. Proper spacing of signs shall be maintained.
6. Conflicting pavement marking shall be removed for long term projects.
7. 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.
8. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

## TCP (2-3a)

9. Conflicting pavement markings shall be removed for long-term projects. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter device spacing is intended for the area of the conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

# TRAFFIC CONTROL PLAN TRAFFIC SHIFTS ON TWO-LANE ROADS

TCP(2-3)-12

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163

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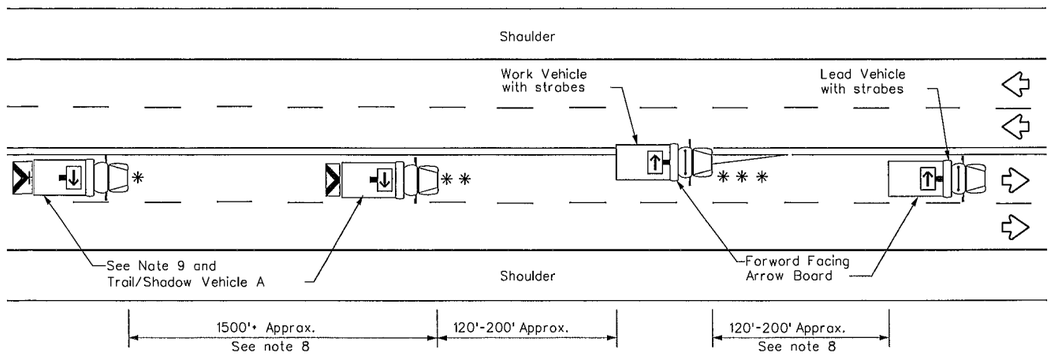
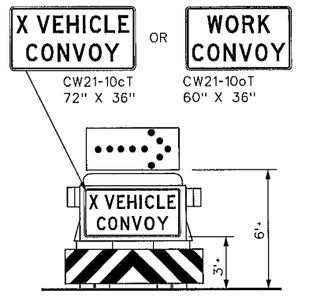


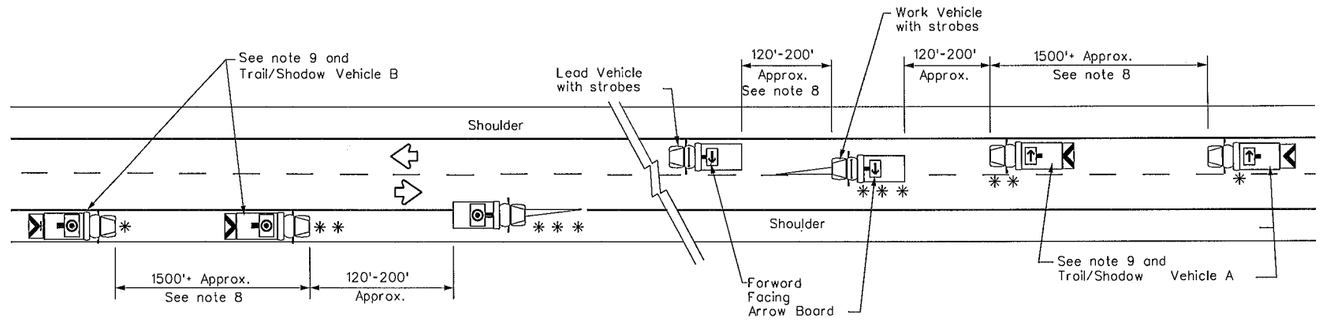

TCP (3-1a)

## UNDIVIDED MULTILANE ROADWAY




## TRAIL/SHADOW VEHICLE A

with RIGHT Directional display Flashing Arrow Board

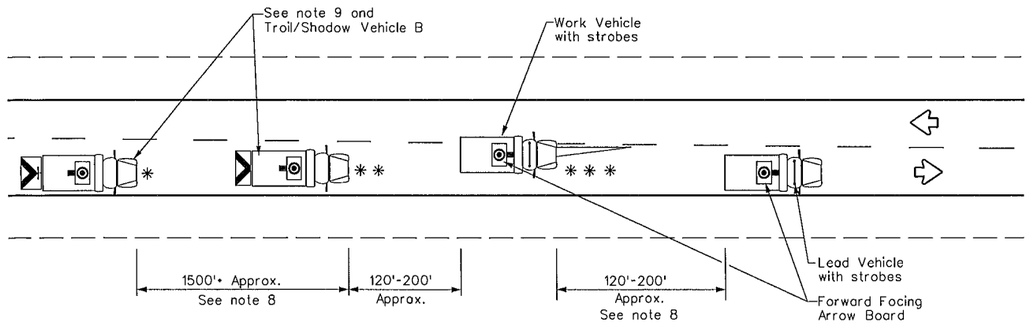



WORK ON SHOULDER

WORK ON TRAVEL LANE

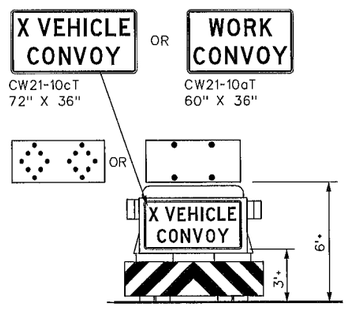
TCP (3-1b)

## TWO-WAY ROADWAY WITH PAVED SHOULDERS




TCP (3-1c)

## TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS




## TRAIL/SHADOW VEHICLE B

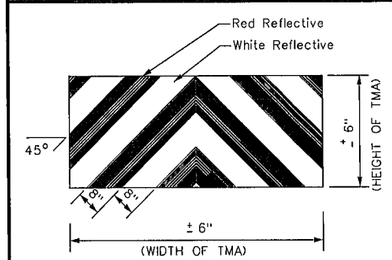
with Flashing Arrow Board in CAUTION display

| LEGEND | | | |
|---|---|---|---|
| * | Troil Vehicle | ARROW BOARD DISPLAY | |
| * * | Shodow Vehicle | | |
| * * * | Work Vehicle | | RIGHT Directionol |
| | Heovy Work Vehicle | | LEFT Directionol |
| | Truck Mounted Attenuator (TMA) | | Double Arrow |
| | Traffic Flow | | CAUTION (Alternating Diamond or 4 Corner Flash) |

| TYPICAL USAGE | | | | |
|---|---|---|---|---|
| MOBILE | SHORT DURATION | SHORT TERM STATIONARY | INTERMEDIATE TERM STATIONARY | LONG TERM STATIONARY |
| ✓ | | | | |

## GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards os illustrated. When o LEAD vehicle is not used the WORK vehicle must be equipped with an orrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadwoy conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rototing, floshing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, floshing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted ottenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Borricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-woy radio communication capability.
7. When work convoys must change lones, the TRAIL VEHICLE should change lanes first to shodow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or chonge lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work octivity and other factors.
9. "X VEHICLE CONVOY" (CW21-10cT) or "WORK CONVOY" (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" X 48" diamond shaped "WORK CONVOY"(CW21-10T) or "X VEHICLE CONVOY" (CW21-10bT) signs moy be used where adequote mounting space exists. When used, the X VEHICLE CONVOY sign shall hove the number of the convoy vehicles disployed on the sign in the number designotion "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if o TRAIL VEHICLE is used.
10. On two-lane two-woy roadways, the work and protection vehicles should pull over periodically to allow motor vehicle troffic to poss. If motorists are not allowed to poss the work convoy, o "DO NOT PASS" (R4-1) sign should be placed on the back of the reormost protection vehicle.




## STRIPING FOR TMA

Texas Department of Transportation — Traffic Operations Division Standard

# TRAFFIC CONTROL PLAN MOBILE OPERATIONS UNDIVIDED HIGHWAYS

# TCP(3-1)-13

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175

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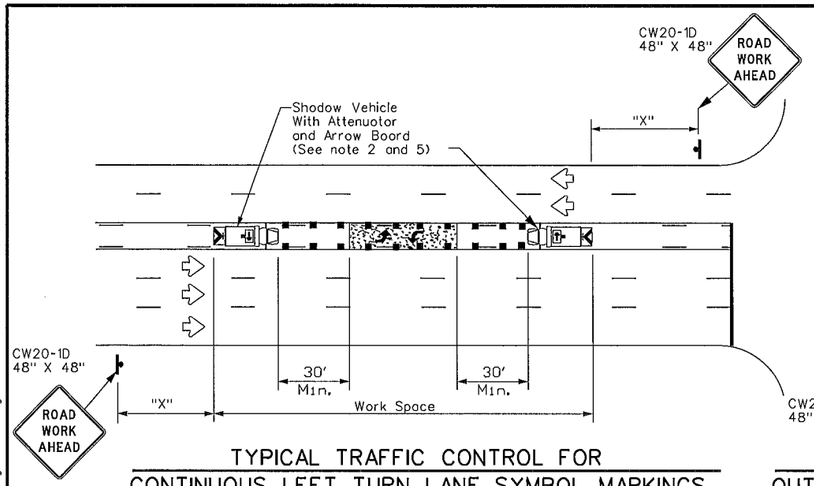
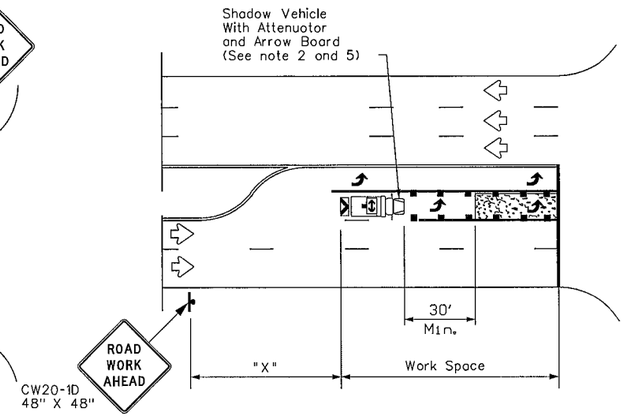
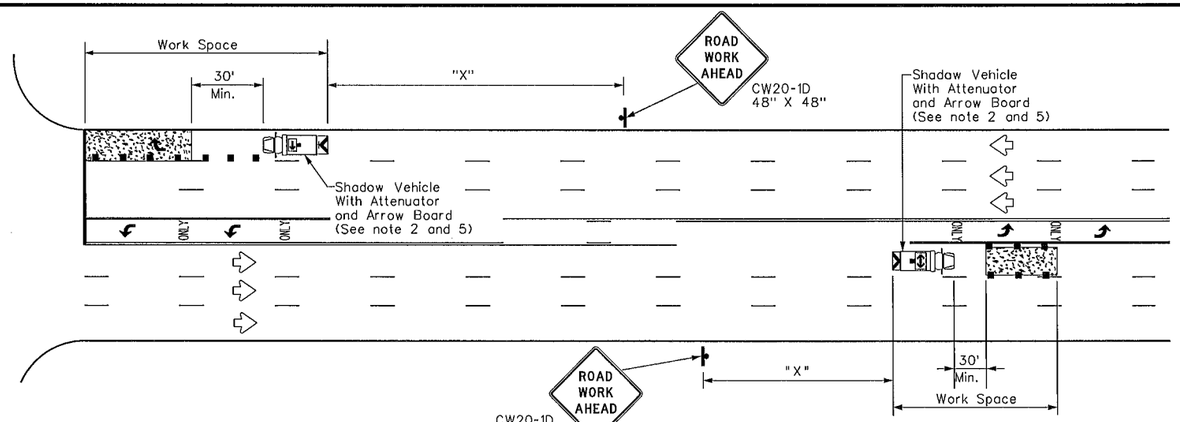



TYPICAL TRAFFIC CONTROL FOR
CONTINUOUS LEFT TURN LANE SYMBOL MARKINGS

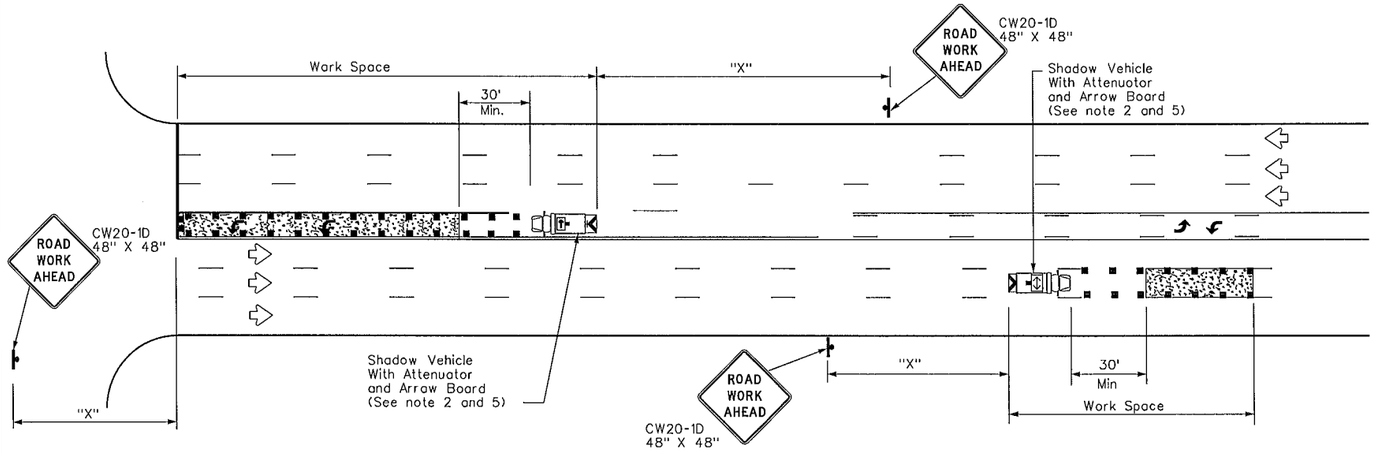



TYPICAL TRAFFIC CONTROL FOR
OUTSIDE DUAL LEFT TURN LANE SYMBOL MARKINGS




TYPICAL TRAFFIC CONTROL FOR
OUTSIDE LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
INSIDE LANE MARKINGS




TYPICAL TRAFFIC CONTROL FOR
LEFT TURN LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
CENTER LANE MARKINGS

| LEGEND | | | |
|---|---|---|---|
| * | Troll Vehicle | ARROW BOARD DISPLAY | |
| ** | Shadow Vehicle | | |
| *** | Work Vehicle | | RIGHT Directionol |
| | Heavy Work Vehicle | | LEFT Directional |
| | Truck Mounted Attenuator (TMA) | | Double Arrow |
| | Traffic Flow | ■ ■ ■ | Channelizing Devices |

| 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

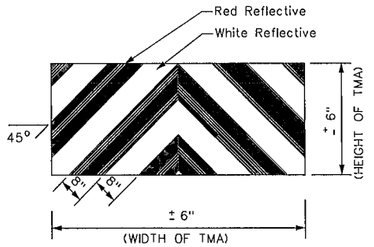
1. This traffic control plan is for use on conventionol roods posted ot 45 mph or less and is intended for mobile operations that move continuously or intermittently (stopping up to opproximotely 15 minutes) such as short-line striping ond in-lane rumble strips. When activities ore anticipated to take longer amounts of time or traffic conditions warrant, a short durotion or short-term stationory traffic control plan should be used.

2. A Truck Mounted Attenuator shall be used on Shodow Vehicle.Striping on the back ponel of all truck maunted ottenuators shall be 8" red ond white reflective sheeting placed in an inverted "V" design. Reflective sheeting sholl meet or exceed the reflectivity and color requirements of deportmentol materiol specification DMS-8300, Type A.

3. All traffic control devices shall be in occordance with the "Texos Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.

4. The use of yellow rototing beocons or strobe lights on vehicles are required. Blue high intensity rotating,flashing, oscilloting or strobe lights when mounted on the drivers side of the vehicle may be operated simultoneously with the amber beocons or strobe lights.

5. Flashing arrow board shall be used on Shadow Vehicle. Flashing arrow board shall be Type B or Type C os per BC Standards. The arrow board operation shall be controlled from inside the truck.




STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

# TRAFFIC CONTROL PLAN MOBILE OPERATIONS FOR ISOLATED WORK AREAS UNDIVIDED HIGHWAYS

# TCP(3-4)-13

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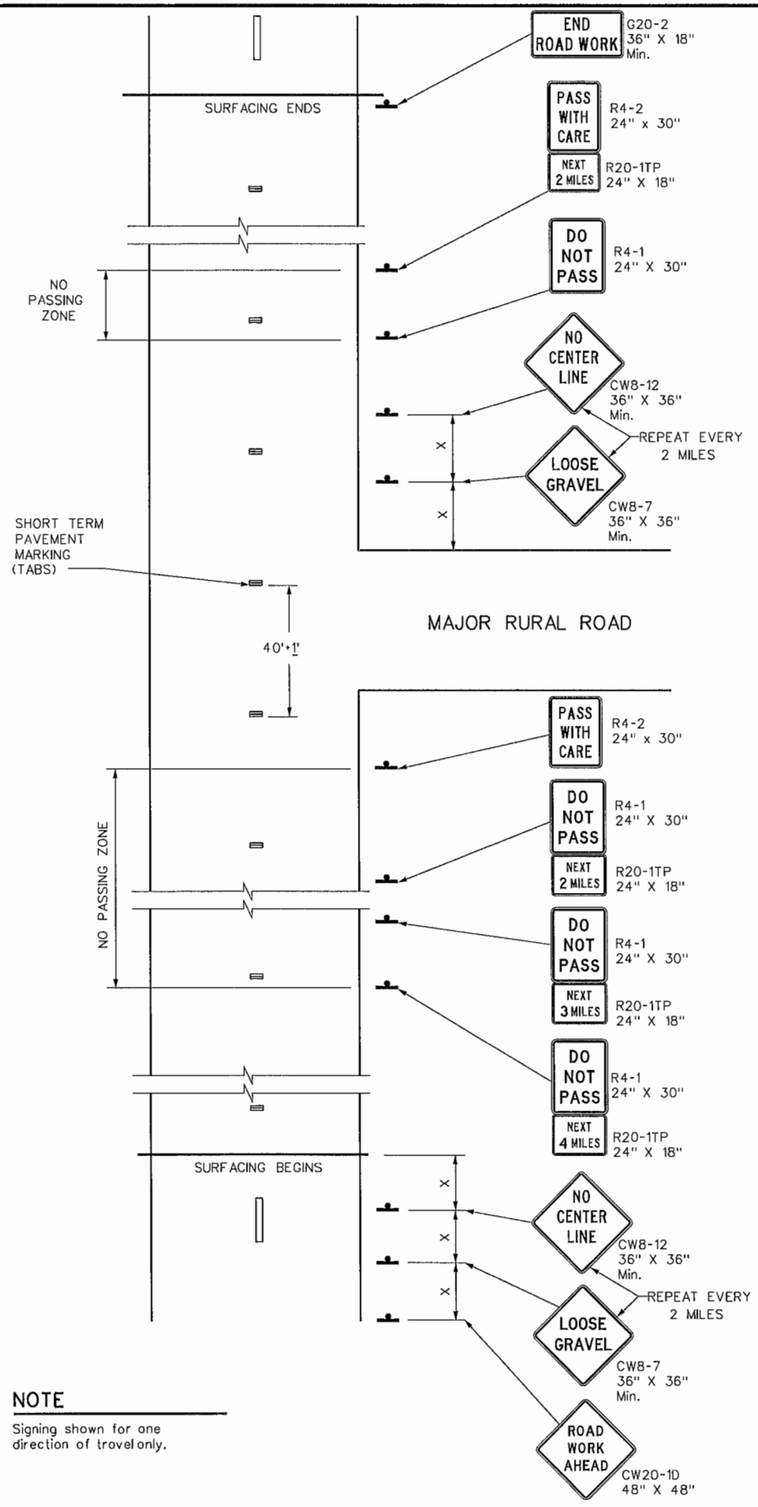
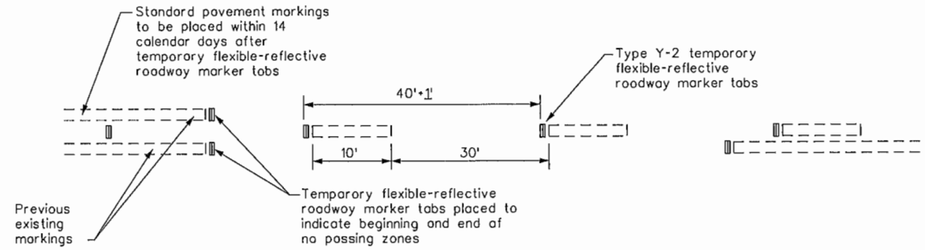



## NOTE

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

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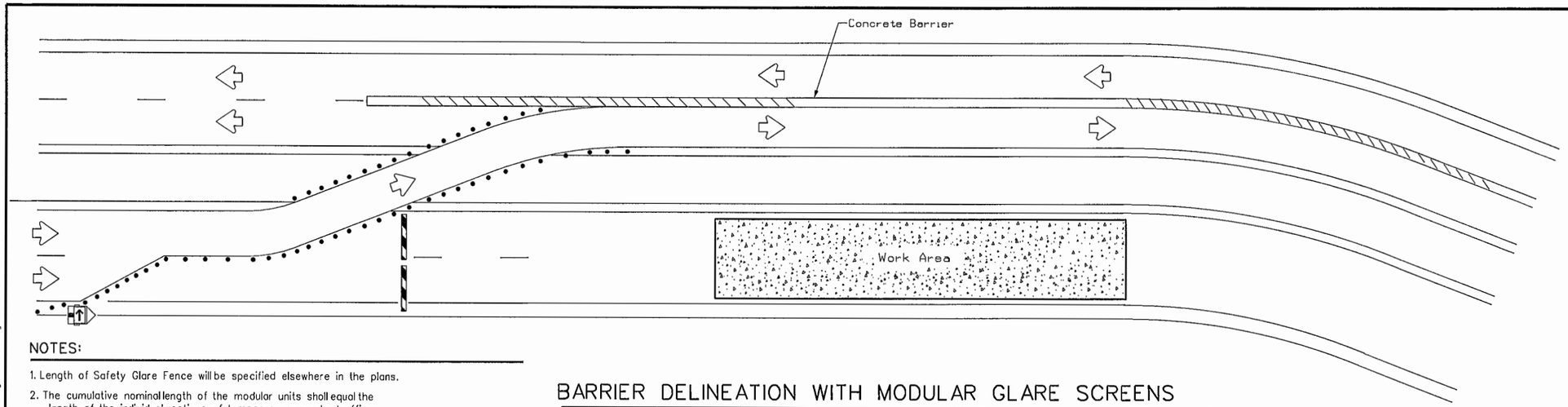
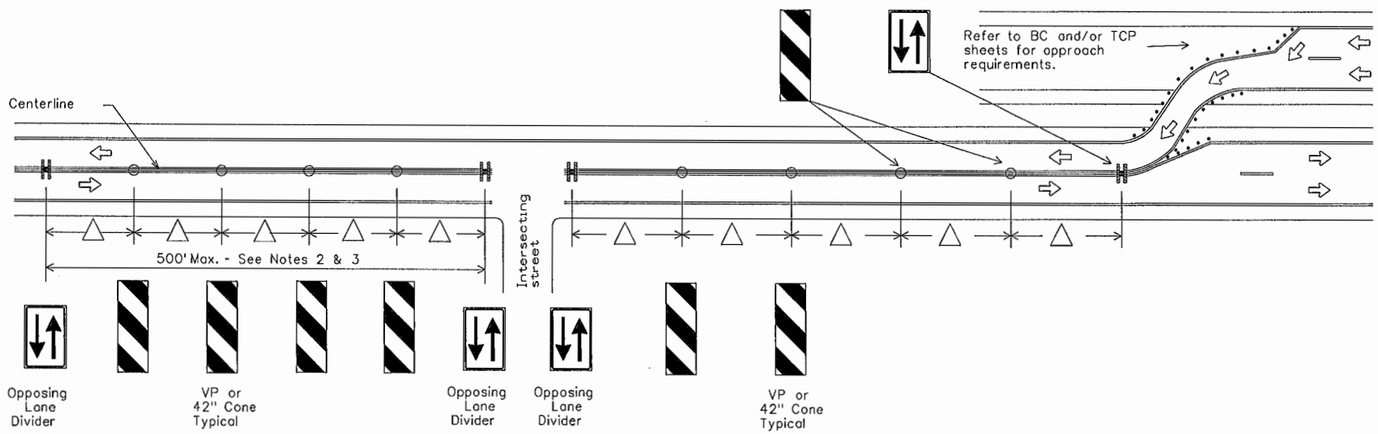



| LEGEND | |
|---|---|
| | Type 3 Barricade |
| • • • | Channelizing Devices |
| | Trailer Mounted Flashing Arrow Board |
| | Sign |
| \ \ \ \ | Safety glare fence |

NOTES:

1. Length of Safety Glare Fence will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular 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 unit.
3. 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 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




## 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 on 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.

| 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/txdot_library/publications/construction.htm

Texas Department of Transportation

Traffic Operations Division Standard

# TRAFFIC CONTROL PLAN TYPICAL DETAILS

## WZ(TD)-13

| FILE: wztd-13.dgn | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
|---|---|---|---|---|
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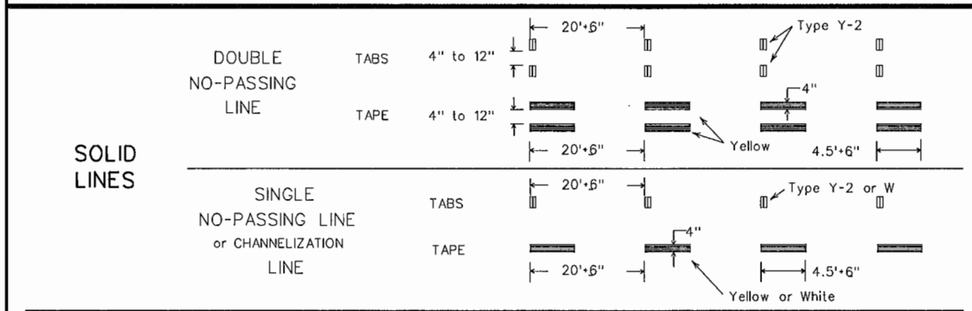
# WORK ZONE SHORT TERM PAVEMENT MARKINGS DETAILS



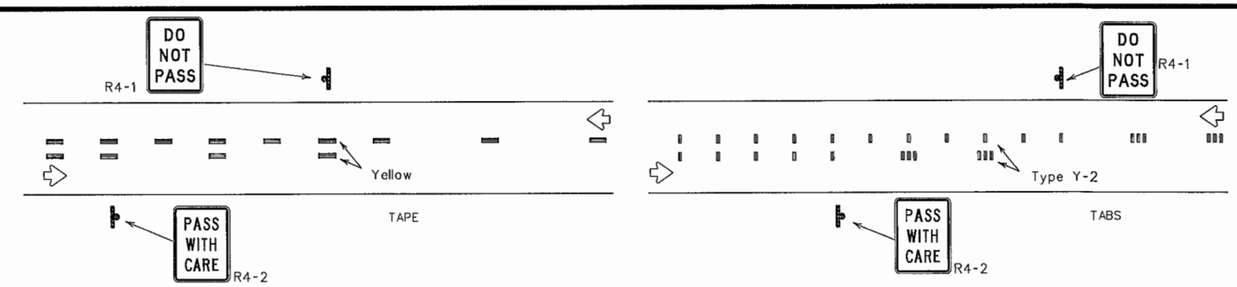

## NOTES:

1. Short term pavement markings may be prefabricated markings (stick down tape) or temporary flexible-reflective roadway marker tabs unless otherwise specified elsewhere in plans.
2. Short term pavement markings shall NOT be used to simulate edge lines.
3. Dimensions indicated on this sheet are typical and approximate. Variations in size and height may occur between markers or devices made by manufacturers, by as much as 1/4 inch, unless otherwise noted.
4. Temporary flexible-reflective roadway marker tabs will require normal maintenance replacement when used on roadways with an ADT per lane of up to 7500 vehicles with no more than 10% truck mix. When roadways exceed these values, additional maintenance replacement of devices should be planned.
5. No segment of roadway open to traffic shall remain without permanent pavement markings for a period greater than 14 calendar days. The Contractor will be responsible for maintaining short term pavement markings until permanent pavement markings are in place. When the Contractor is responsible for placement of permanent pavement markings, no segment of roadway shall remain without permanent pavement markings for a period greater than 14 calendar days unless weather conditions prohibit placement. Permanent pavement markings shall be placed as soon as weather permits.
6. For two lane, two-way roadways, DO NOT PASS signs shall be erected to mark the beginning of sections where passing is prohibited and PASS WITH CARE signs shall be erected to mark the beginning of sections where passing is permitted. Signs shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and may be used to indicate the limits of no-passing zones for up to 14 calendar days. Permanent pavement markings should then be placed.
7. For low volume two lane, two-way roadways of 4000 ADT or less, no-passing lines may be omitted when approved by the Engineer. DO NOT PASS and PASS WITH CARE signs shall be erected (see note 6).
8. For exit gores where a lane is being dropped place wide gore markings or retroreflective channelizing devices to guide motorist through the exit. If channelizing devices are to be used it should be noted elsewhere in the plans. One piece cones are not allowed for this purpose.

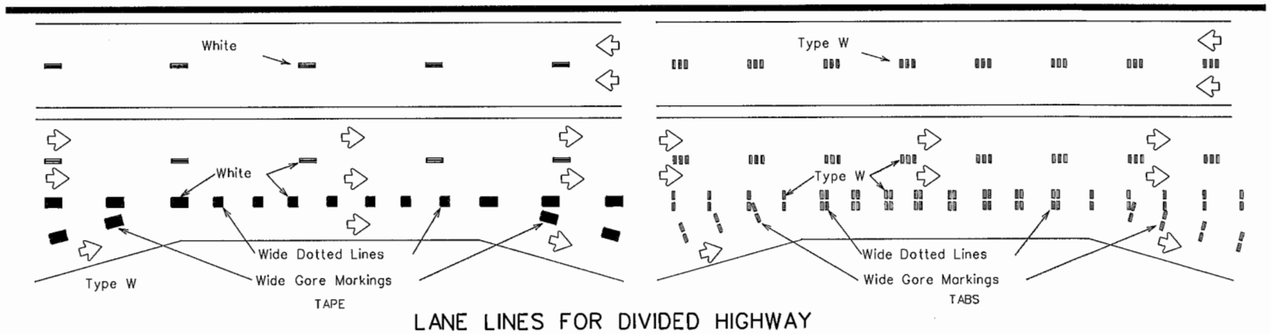
## TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS (TABS)

1. Temporary flexible-reflective roadway marker tabs detailed on this sheet will be designated Type Y-2 (two amber reflective surfaces with yellow body); Type Y (one amber reflective surface with yellow body); and Type W (one white or silver reflective surface with white body). Additional details may be found on BC(11).
2. Tabs shall meet requirements of Departmental Material Specification DMS-8242.
3. When dry, tabs shall be visible for a minimum distance of 200 feet during normal daylight hours and when illuminated by automobile low-beam head light at night, unless sight distance is restricted by roadway geometrics.
4. No two consecutive tabs nor four tabs per 1000 feet of line shall be missing or fail to meet the visual performance requirements of Note 3.

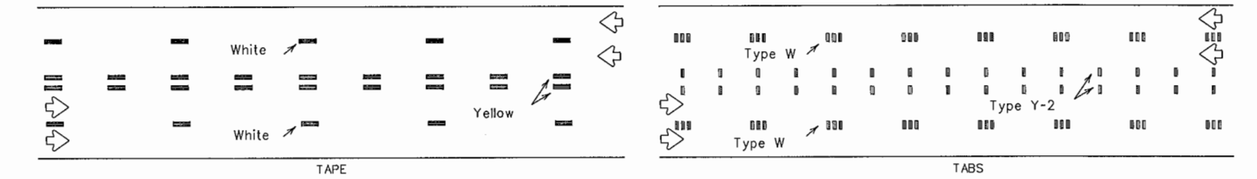
# WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



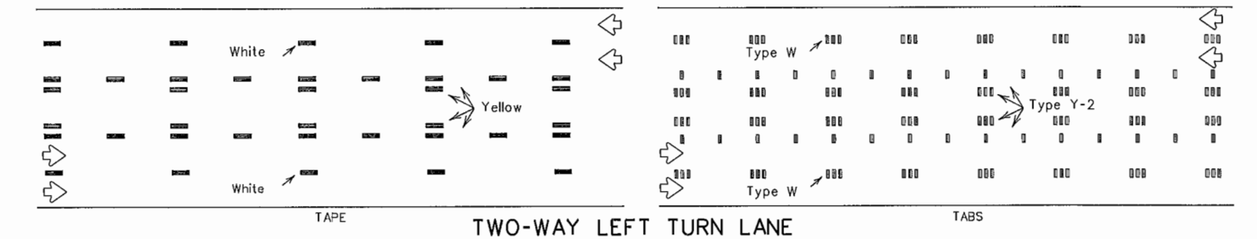

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO LANE TWO-WAY HIGHWAYS



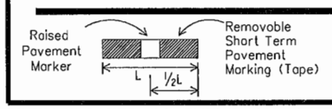

LANE LINES FOR DIVIDED HIGHWAY




LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS




TWO-WAY LEFT TURN LANE




If raised pavement markers are used to supplement REMOVABLE short term markings, the markers shall be applied to the top of the tape at the approximate mid length of the tape. This allows an easier removal of raised markers and tape.

## PREFABRICATED PAVEMENT MARKINGS

1. Temporary Removable Prefabricated Pavement Markings shall meet the requirements of DMS-8241.
2. Non-removable Prefabricated Pavement Markings shall meet the requirements of either DMS-8240 "Permanent Prefabricated Pavement Markings" or DMS-8243 "Temporary Construction-Grade Prefabricated Pavement Markings."

## RAISED PAVEMENT MARKERS

1. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and DMS-4200.

## DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS) & MATERIAL PRODUCER LISTS (MPL)

1. DMSs referenced above can be found along with embedded links to their respective MPLs at the following website:

http://www.txdot.gov/business/contractors_consultants/material_specifications/default.htm

Texas Department of Transportation

Traffic Operations Division Standard

# WORK ZONE SHORT TERM PAVEMENT MARKINGS

## WZ(STPM)-13

| FILE: wzstpm-13.dgn | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
|---|---|---|---|---|
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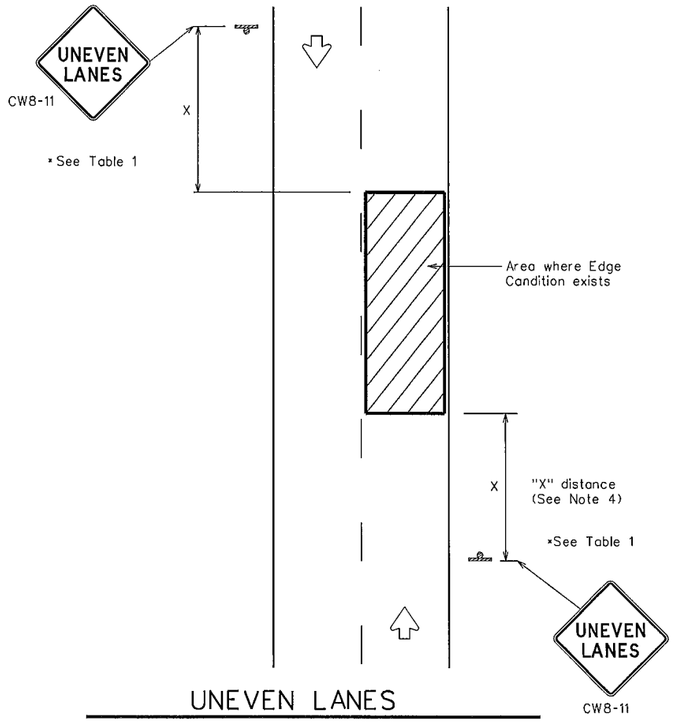
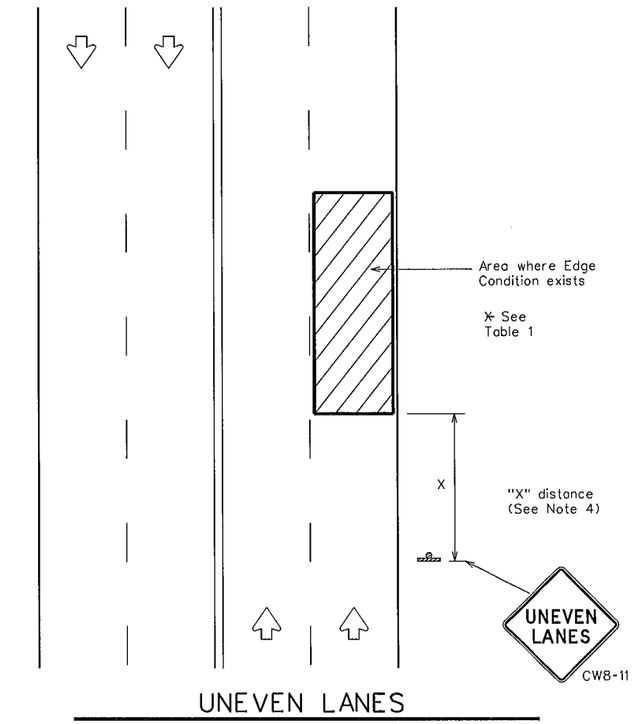
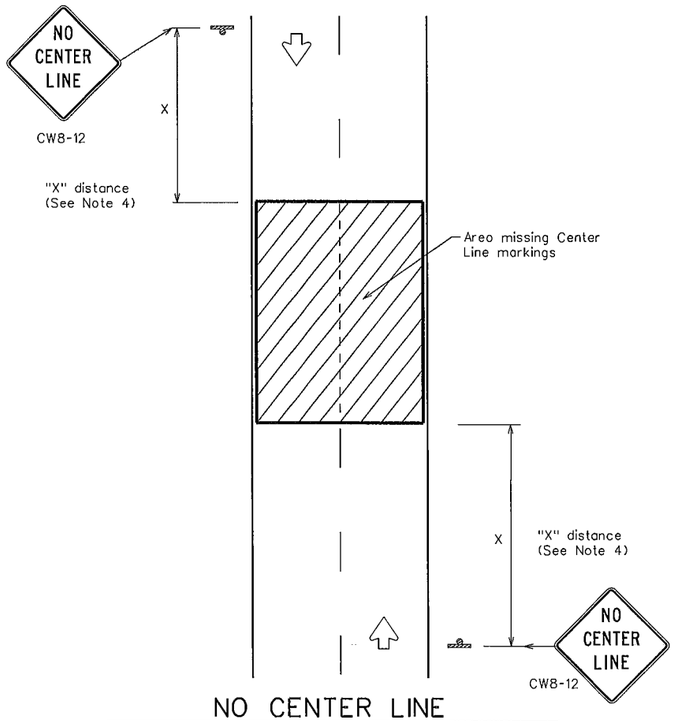


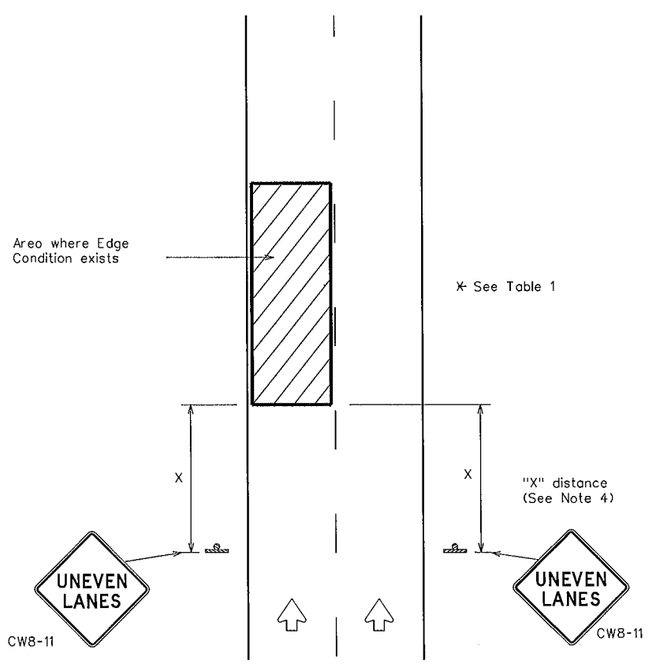

UNEVEN LANES
TWO LANE CONVENTIONAL ROAD




UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD




NO CENTER LINE
TWO LANE CONVENTIONAL ROAD




UNEVEN LANES
DIVIDED ROADWAY

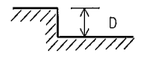
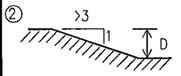
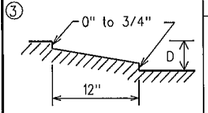
| DEPARTMENTAL MATERIAL SPECIFICATIONS | |
|---|---|
| PERMANENT PREFABRICATED PAVEMENT MARKINGS | DMS-8240 |
| TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS | DMS-8241 |
| SIGN FACE MATERIALS | DMS-8300 |

| 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 obliteroted. 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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| ©TxDOT April 1992 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS | | | | |
| 8-95 2-98 7-13 | DIST | COUNTY | | SHEET NO. |
| 1-97 3-03 | | | | 37 |

112

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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 povement 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 lone shifts and detours should, when possible, meet the applicable design criteria contained in manuols 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.

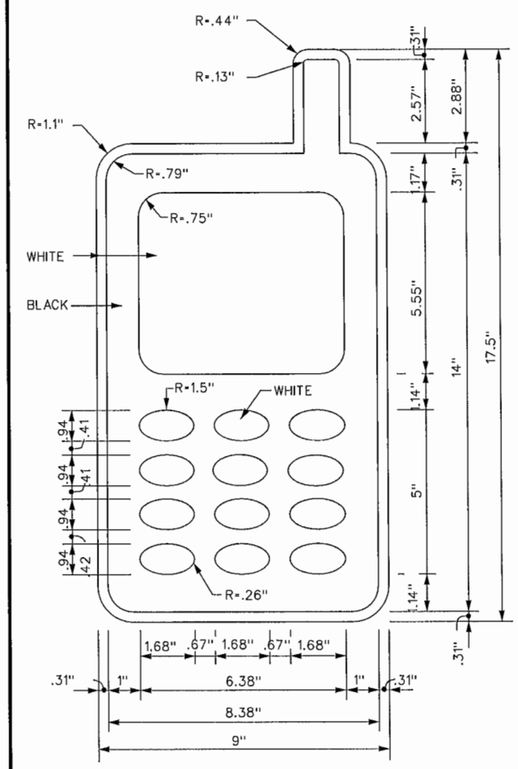
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

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 |

SHEET 1 OF 12

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 |
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| REVISIONS 4-03 5-10 8-14 9-07 7-13 | DIST | COUNTY | | SHEET NO. 38 |

95

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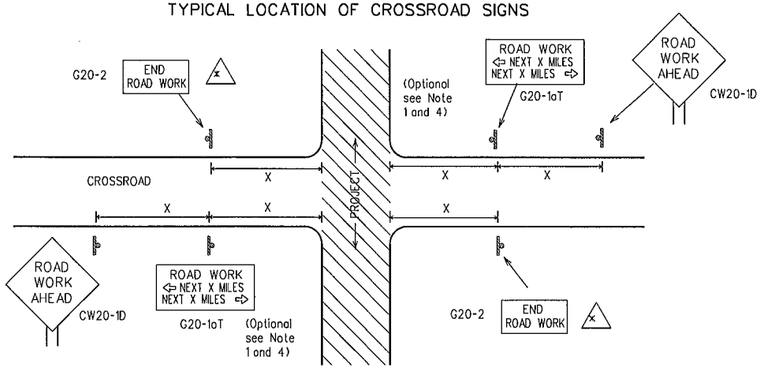
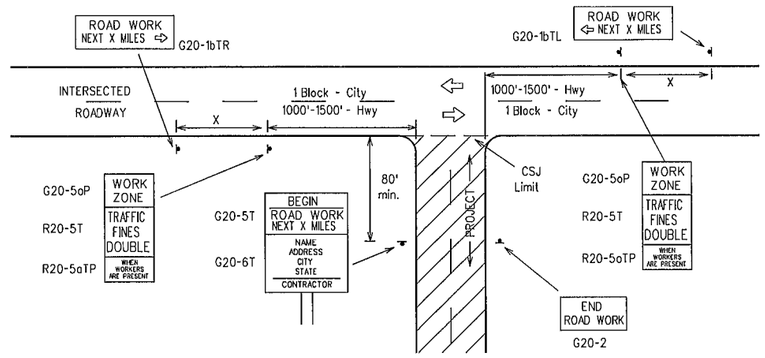
## TYPICAL LOCATION OF CROSSROAD SIGNS




(x) 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 nated 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" Δ |
|---|---|
| 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] |

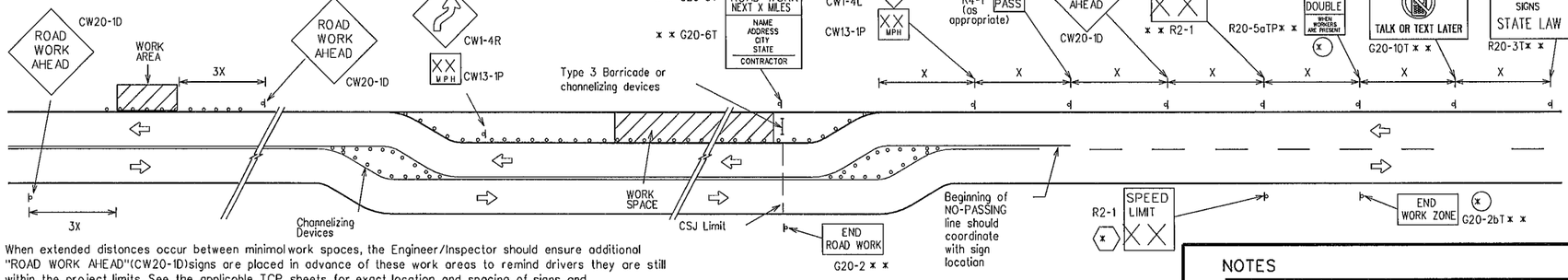
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ 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

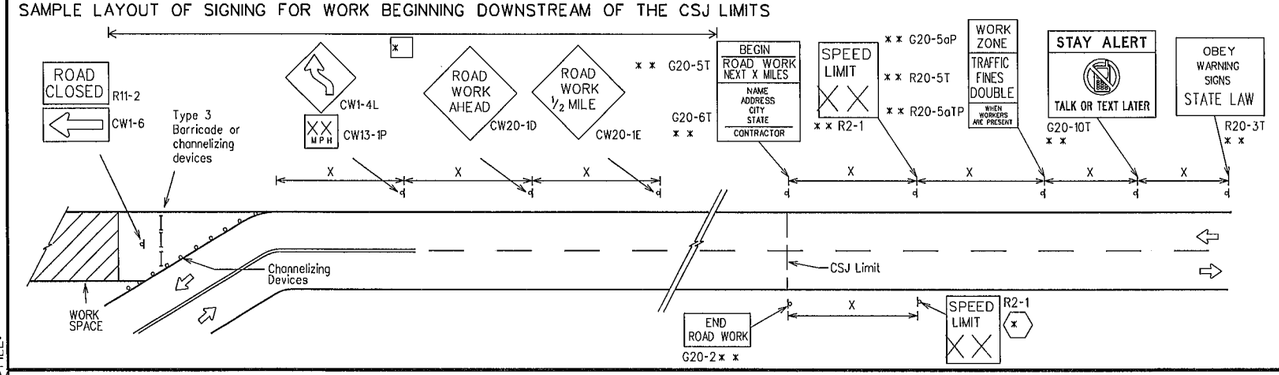



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing 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.

(x) 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.

x x 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.

[x] Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(x) 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. |

SHEET 2 OF 12

Texas Department of Transportation — Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION PROJECT LIMIT

## BC(2)-14

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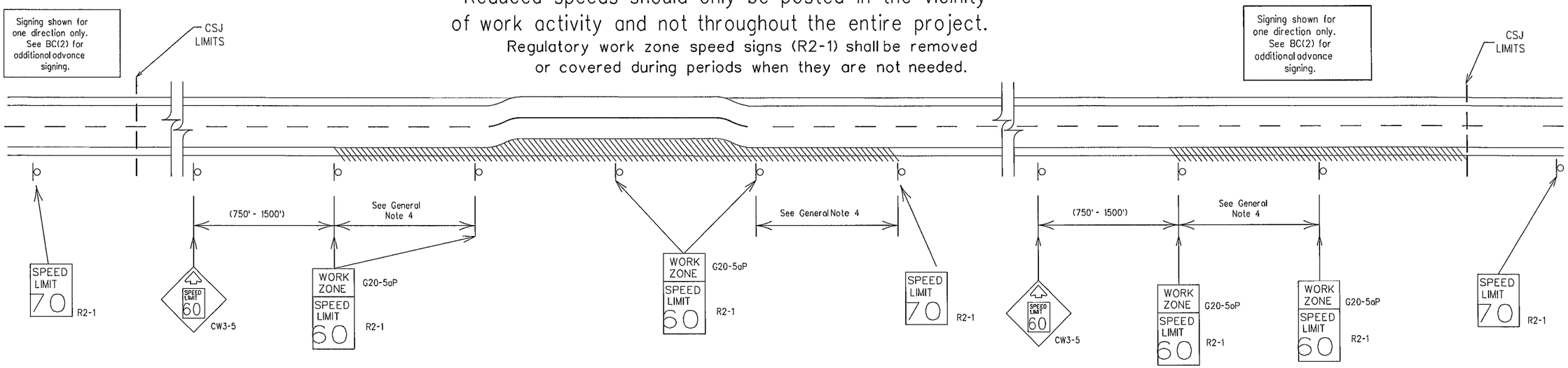
# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

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.



Texas Department of Transportation | Traffic Operations Division Standard

## BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

## BC(3)-14

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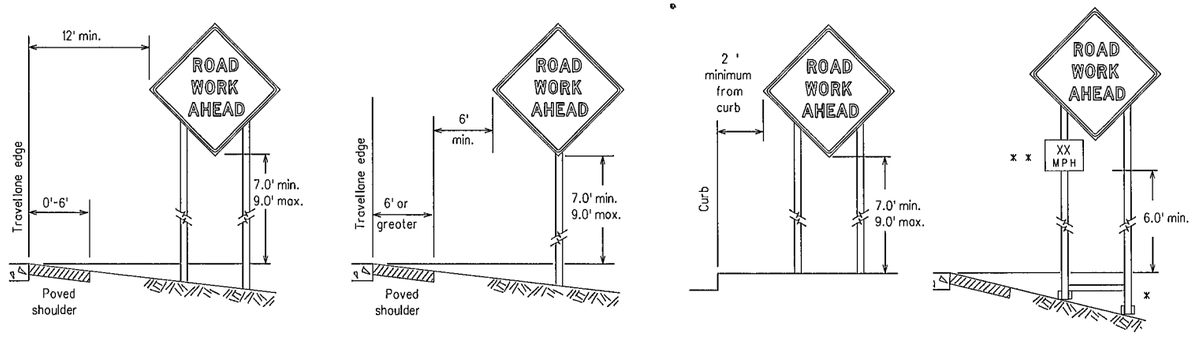
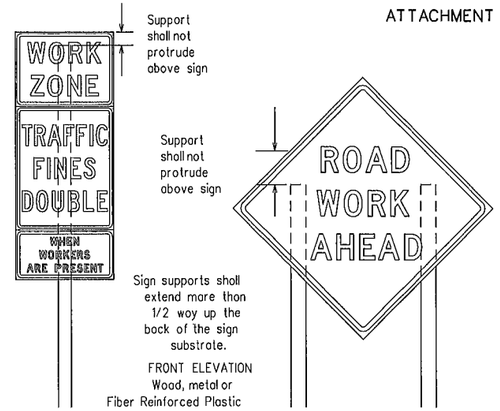
## TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



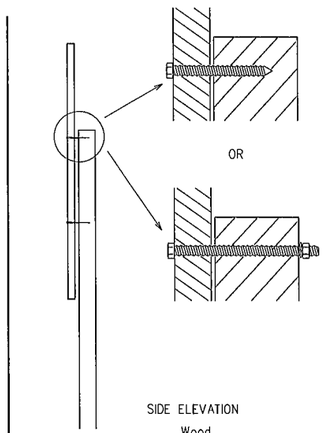

x When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

x x 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




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 spice 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.

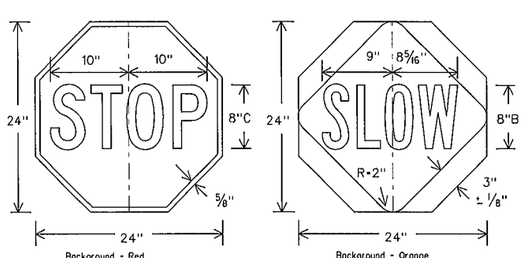



Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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.

## 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 or Type $C_L$, 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

# BC(4)-14

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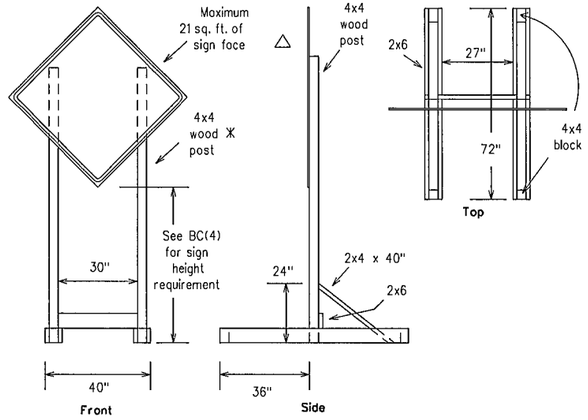
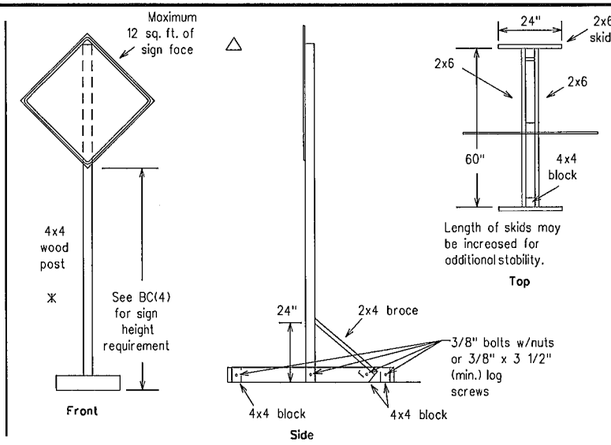
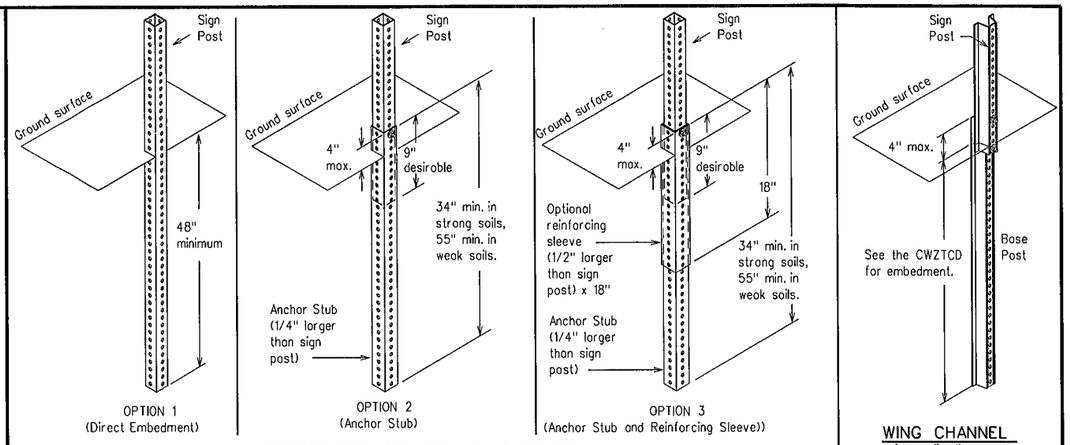


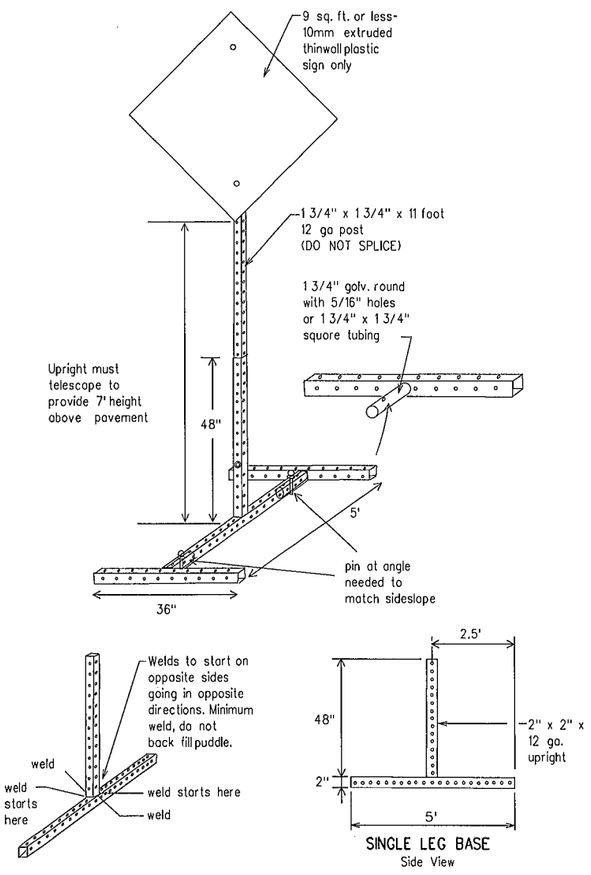

# SKID MOUNTED WOOD SIGN SUPPORTS

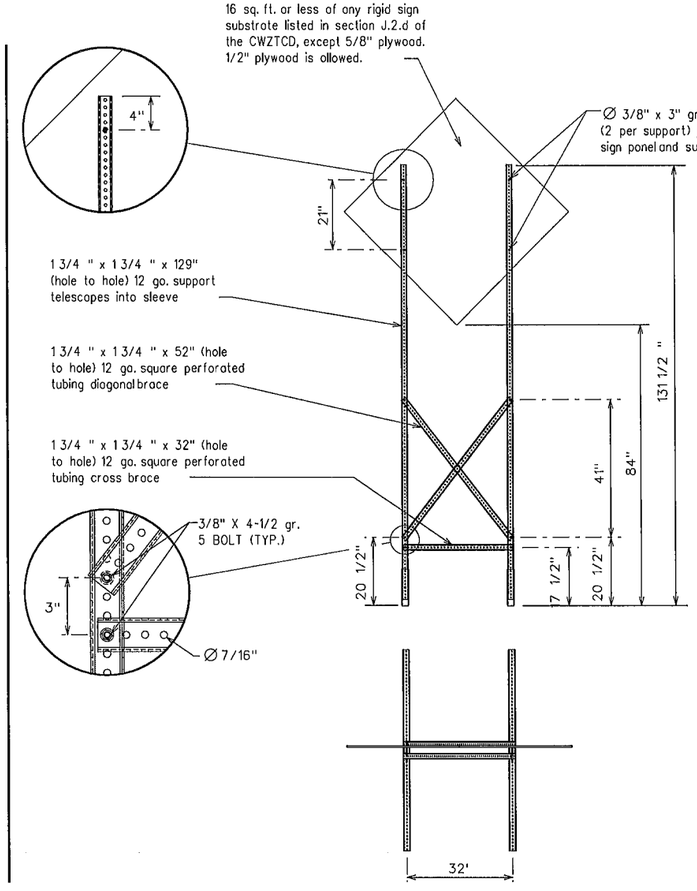
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

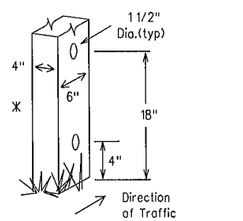



# GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign squore footage shall odhere to the manufacturer's recommendation.
Two post installations con be used for larger signs.

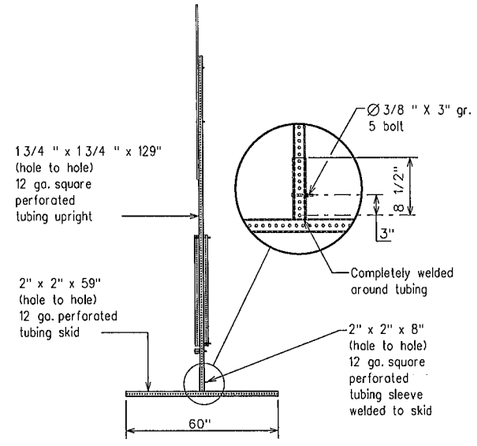



| Nominal Post Size | Number of Posts | Maximum Sq. feet of Sign Face | Minimum Soil Embedment | Drilled Hole(s) Required |
|---|---|---|---|---|
| 4 x 4 | 1 | 12 | 36" | NO |
| 4 x 4 | 2 | 21 | 36" | NO |
| 4 x 6 | 1 | 21 | 36" | YES |
| 4 x 6 | 2 | 36 | 36" | YES |

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS




# SKID MOUNTED PERFORATED SQUARE STEEL TUBING 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.

SHEET 5 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

## BC(5)-14

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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 opprave 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 |

| WORD OR PHRASE | ABBREVIATION |
|---|---|
| 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 x

x 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 x

### 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

** 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)

## BC(6)-14

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| © TxDOT November 2002 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS | | | | |
| 9-07 8-14 | DIST | COUNTY | | SHEET NO. |
| 7-13 | | | | 43 |

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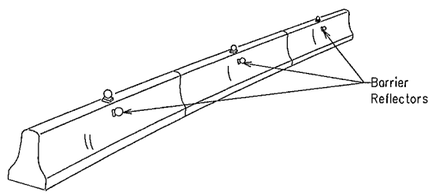
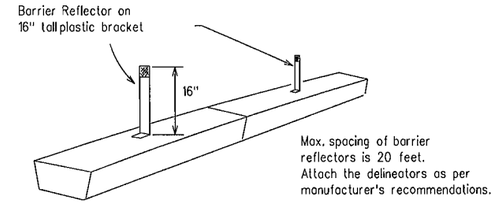
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

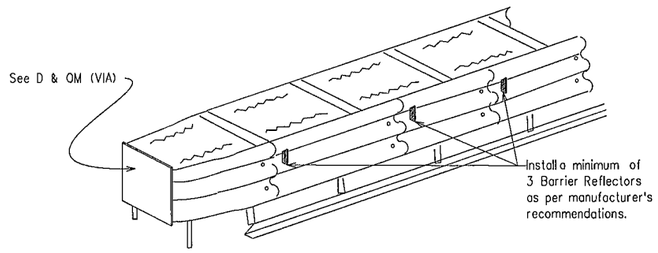



CONCRETE TRAFFIC BARRIER (CTB)

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)

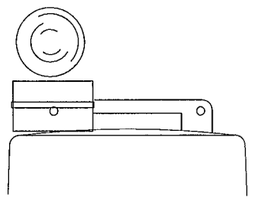



DELINEATION OF END TREATMENTS

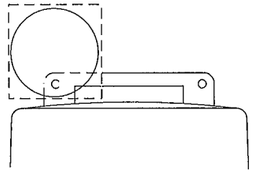
END TREATMENTS FOR CTB'S USED IN WORK ZONES

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 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

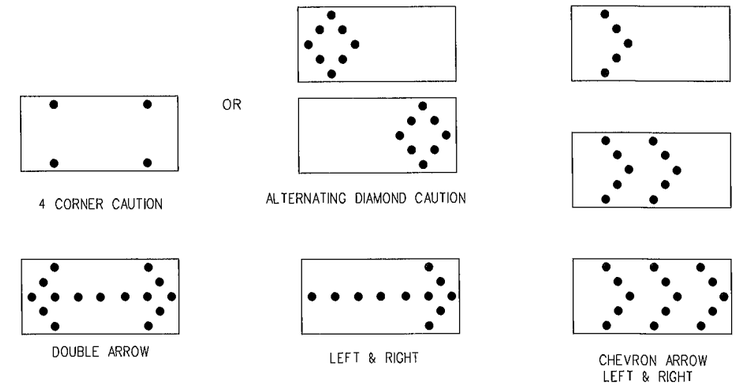
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing 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 of 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 a 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

SHEET 7 OF 12

## 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:

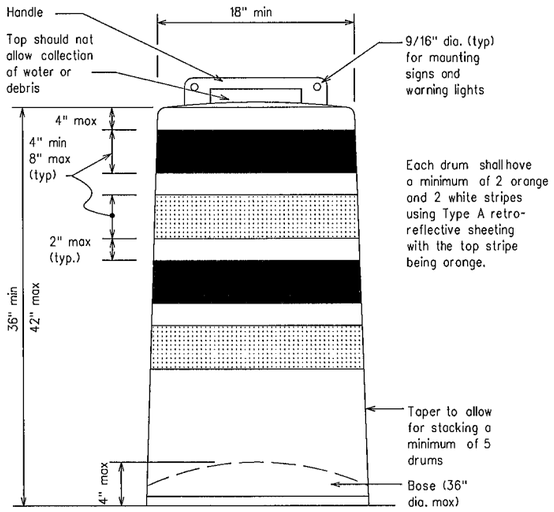
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents 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.

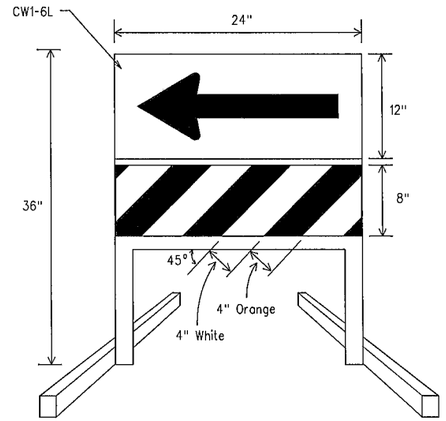
## RETROREFLECTIVE SHEETING

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.

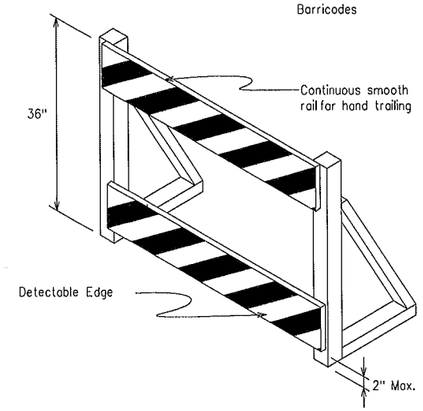



## DIRECTION INDICATOR BARRICADE

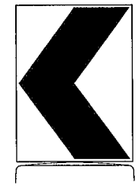
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. 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 or Type C Orange retroreflective sheeting obave 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

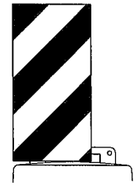



## DETECTABLE PEDESTRIAN BARRICADES

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 or Type C 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.

SHEET 8 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

# BC(8)-14

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102

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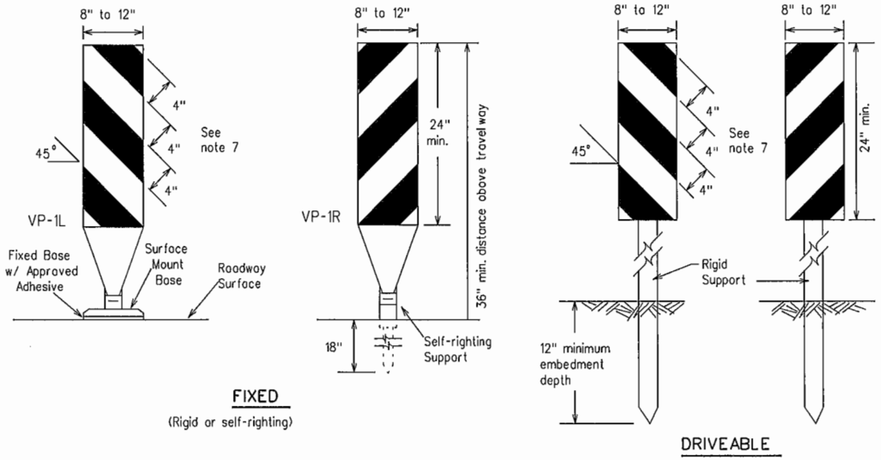
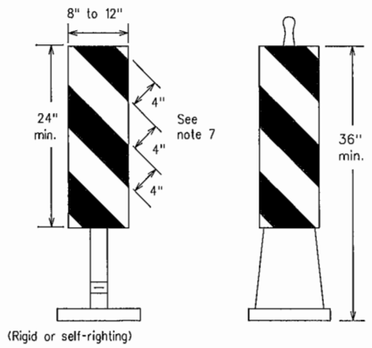



FIXED

(Rigid or self-righting)

DRIVEABLE

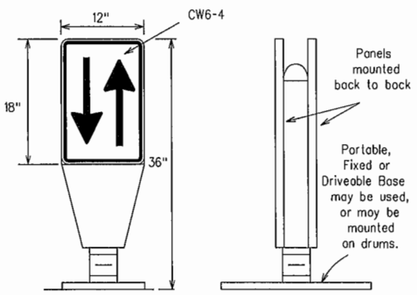



(Rigid or self-righting)

PORTABLE

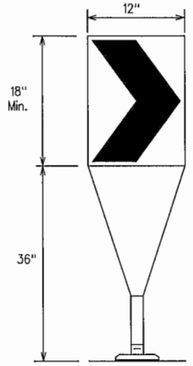
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is 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 or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

## OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



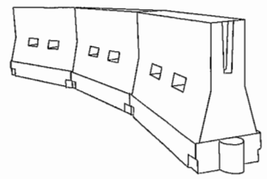

Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

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 or Type C 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

## 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.



## 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

| Posted Speed x | Formula | Minimum Desirable Taper Lengths x x | | | Suggested Maximum Spacing of Channelizing Devices | |
|---|---|---|---|---|---|---|
| | | 10' Offset | 11' Offset | 12' Offset | 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' |

x x 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

SHEET 9 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

# BC(9)-14

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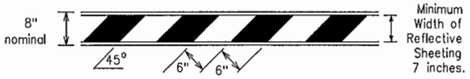
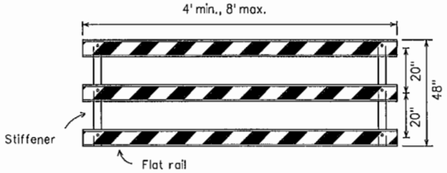
## TYPE 3 BARRICADES

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 stocked 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.



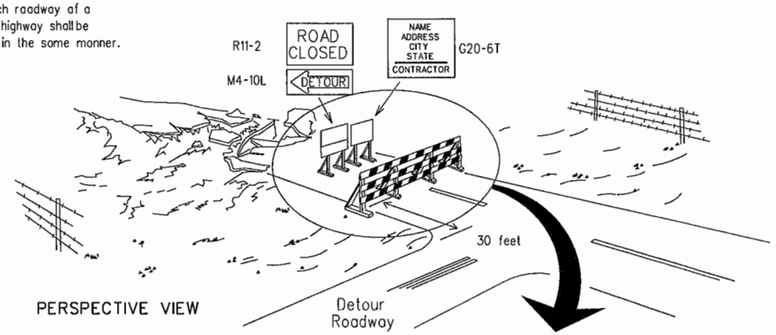

TYPICAL STRIPING DETAIL FOR BARRICADE RAIL




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

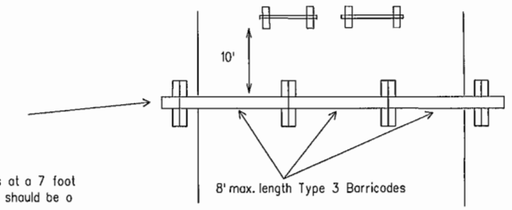
Each roadway of a divided highway shall be barricaded in the same manner.




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.

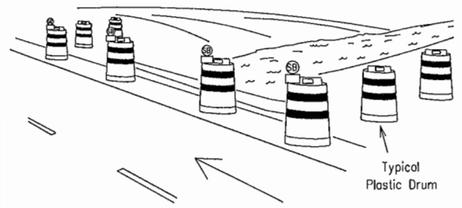
Barricade striping should slant downward in the direction of detour.




PLAN VIEW

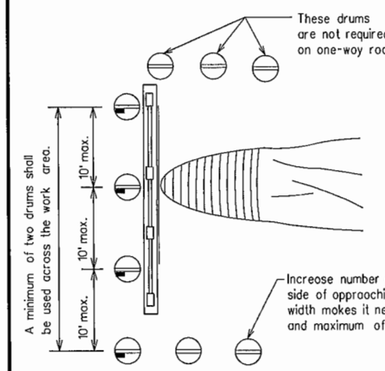
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

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.

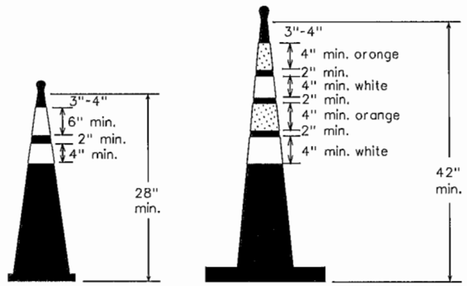



PLAN VIEW

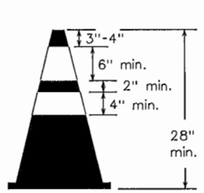
| LEGEND | |
|---|---|
| | Plastic drum |
| | Plastic drum with steady burn light or yellow warning reflector |
| SB | Steady burn warning light or yellow warning reflector |

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

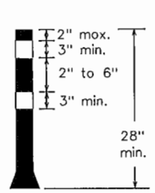
CONES




Two-Piece cones




One-Piece cones

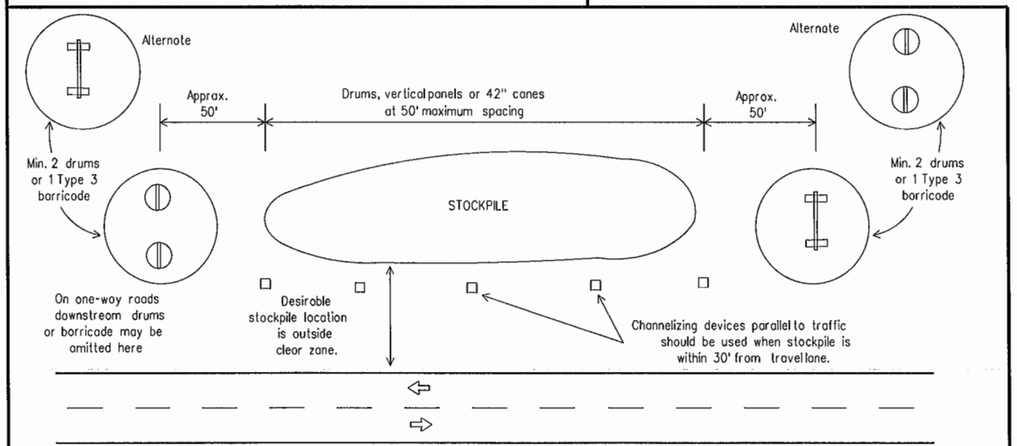



Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

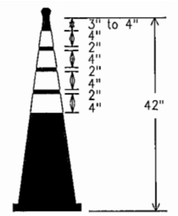
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.




TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.




EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.



Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

## BC(10)-14

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# WORK ZONE PAVEMENT MARKINGS

## GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

## RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

## PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

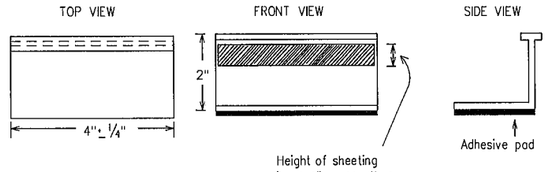
## MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

## REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

# Temporary Flexible-Reflective Roadway Marker Tabs




STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

## RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

| DEPARTMENTAL MATERIAL SPECIFICATIONS | |
|---|---|
| PAVEMENT MARKERS (REFLECTORIZED) | DMS-4200 |
| TRAFFIC BUTTONS | DMS-4300 |
| EPOXY AND ADHESIVES | DMS-6100 |
| BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS | DMS-6130 |
| PERMANENT PREFABRICATED PAVEMENT MARKINGS | DMS-8240 |
| TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS | DMS-8241 |
| TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS | DMS-8242 |

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).



Texas Department of Transportation — Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

## BC(11)-14

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105

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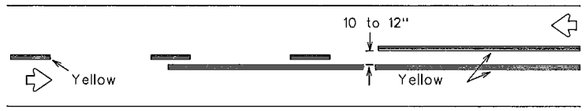
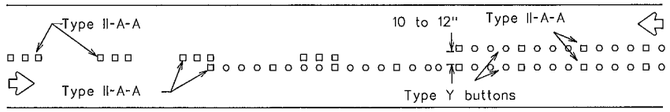
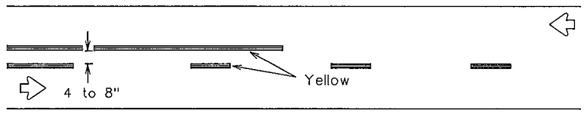
# PAVEMENT MARKING PATTERNS



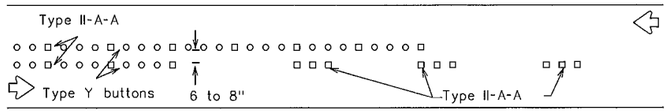

REFLECTORIZED PAVEMENT MARKINGS - PATTERN A




RAISED PAVEMENT MARKERS - PATTERN A



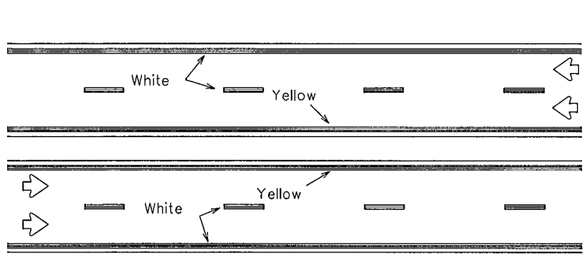

REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



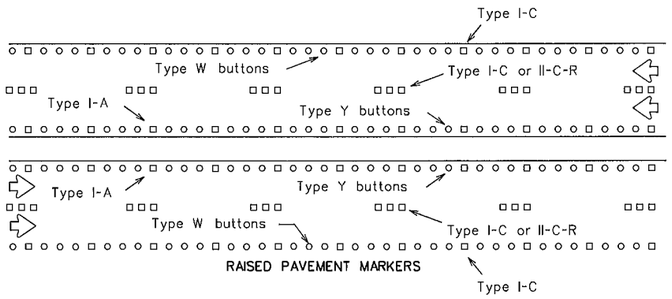

RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

## CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



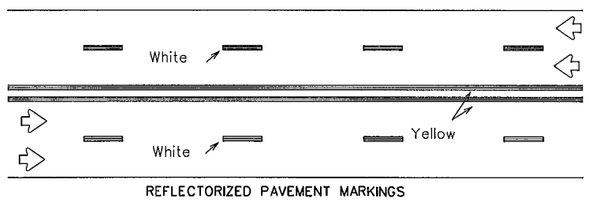

REFLECTORIZED PAVEMENT MARKINGS



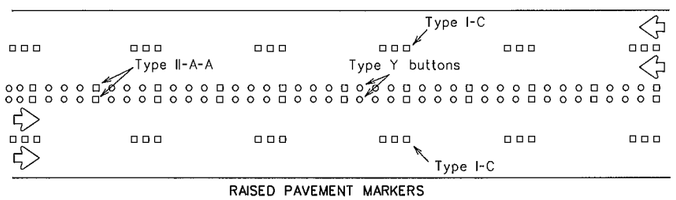

RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

## EDGE & LANE LINES FOR DIVIDED HIGHWAY



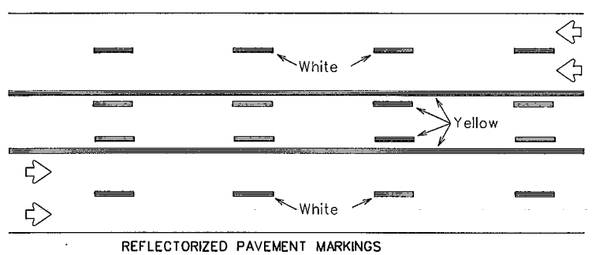

REFLECTORIZED PAVEMENT MARKINGS



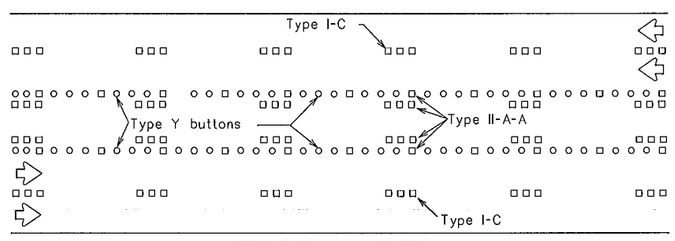

RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

## LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS




REFLECTORIZED PAVEMENT MARKINGS




RAISED PAVEMENT MARKERS

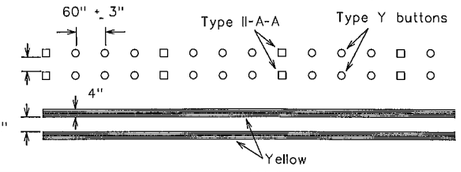
Prefabricated markings may be substituted for reflectorized pavement markings.

## TWO-WAY LEFT TURN LANE

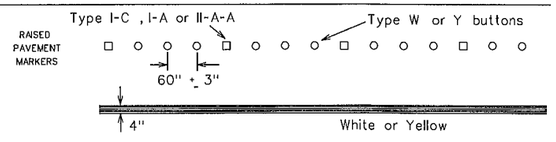
# STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

## SOLID LINES

### DOUBLE NO-PASSING LINE

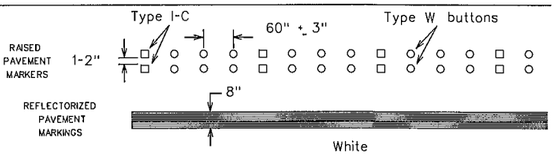



### EDGE LINE OR SINGLE NO-PASSING LINE



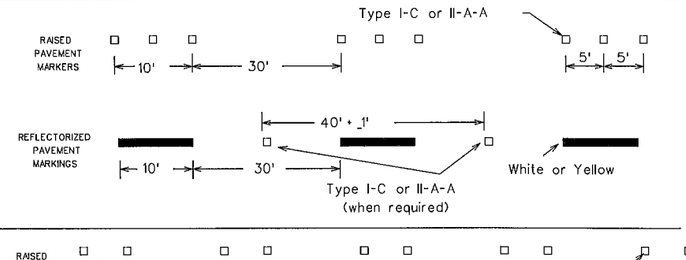

### WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

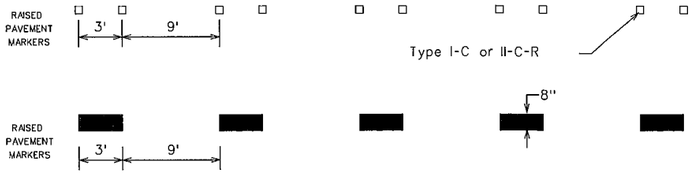



## BROKEN LINES

### CENTER LINE OR LANE LINE

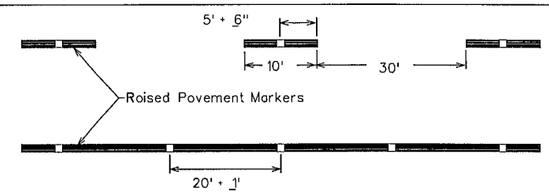



### AUXILIARY OR LANEDROP LINE




### REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If roised pavement markers ore used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.




Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."



Texas Department of Transportation

Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

## BC(12)-14

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| 11-02 8-14 | | | | |

106

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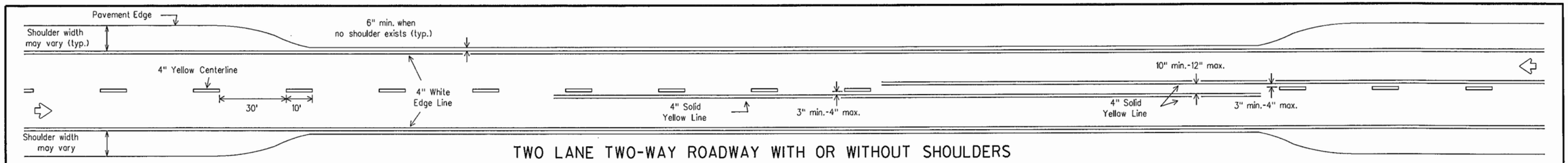
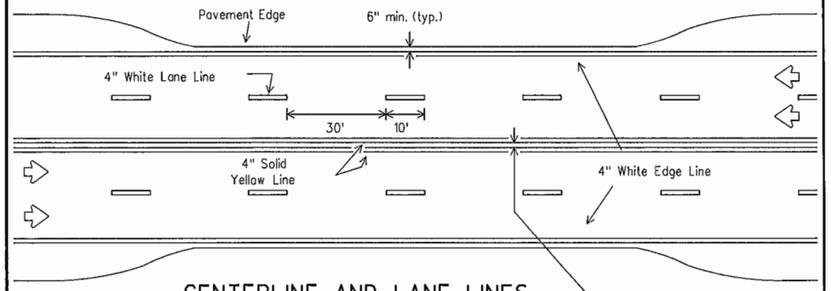
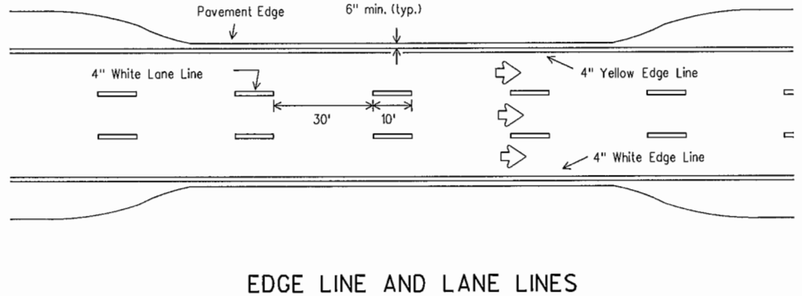


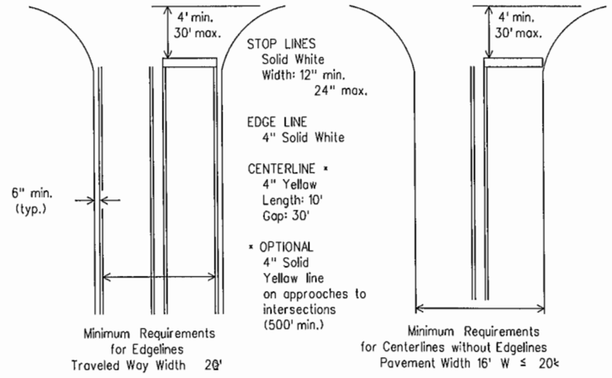

## TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS




## CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

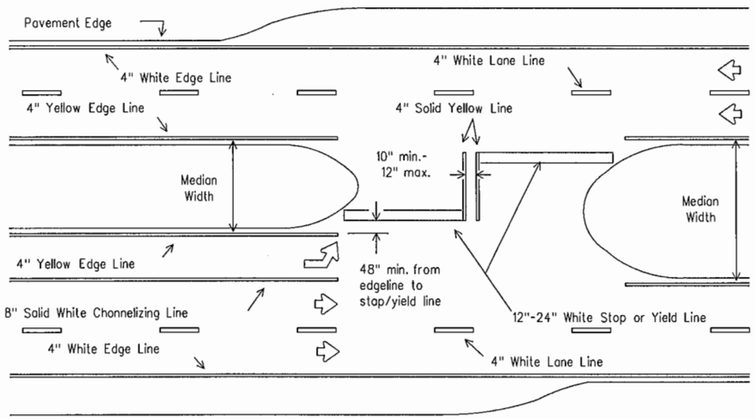



## EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



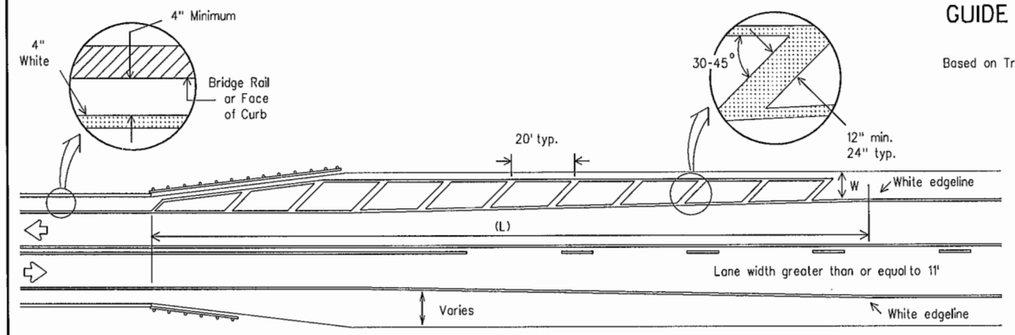

## GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways




All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

## FOUR LANE DIVIDED ROADWAY INTERSECTIONS




NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

## ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

## TABLE 1 - TYPICAL LENGTH (L)

| Posted Speed * | Formulo |
|---|---|
| ≤ 40 | $L = \frac{WS^2}{60}$ |
| ≥ 45 | L=WS |

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.) S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

L = 8 x 70 = 560 ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

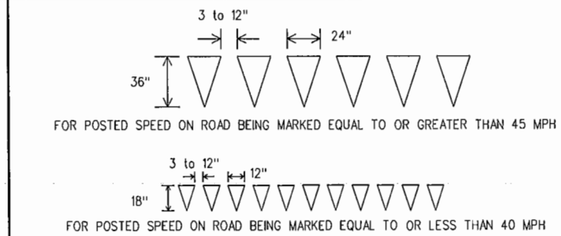
L = 4(40) ? 60 = 106.67 ft. rounded to 110 ft.

### GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement roveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

| MATERIAL SPECIFICATIONS | |
|---|---|
| PAVEMENT MARKERS (REFLECTORIZED) | DMS-4200 |
| EPOXY AND ADHESIVES | DMS-6100 |
| BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS | DMS-6130 |
| TRAFFIC PAINT | DMS-8200 |
| HOT APPLIED THERMOPLASTIC | DMS-8220 |
| PERMANENT PREFABRICATED PAVEMENT MARKINGS | DMS-8240 |

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.




## YIELD LINES

Texas Department of Transportation
Traffic Operations Division

## TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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| 8-95 2-12 | | | | |
| 5-00 | | | | |
| 8-00 | DIST | COUNTY | | SHEET NO. |
| 3-03 | | | | 50 |

22A

# 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 _____

# 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 fifty (50) working days (forty five (45) to substantial completion / fifty (50) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

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

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

## 1.4 Performance and Payment Bonds

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

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

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

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

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

## 1.5 Bidder's Bonds

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

## 1.6 Warranty Bonds

**When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed,** and shall be in the amount of **twenty (20) percent of the total project construction cost.** This Warranty Bond shall be security for the true and faithful performance of all warranties for one (1) year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

## 1.7 Insurance Requirements

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

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

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

Williamson County Purchasing Department
100 Wilco Way, Suite 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 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
100 Wilco Way, Suite P101
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.

# Question and Answers for Bid #1907-331 - CR 279 Stabilizing, Milling, Sealing and Overlay

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

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 07/16/2019

Advertisement Approval RFP 1907-330 Debris Monitoring

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

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Debris Materials Monitoring under RFP #1907-330.

**Background**

Williamson County is seeking proposals from qualified firms for Debris Materials Monitoring. In the event of an emergency or disaster, the successful firm will be responsible for monitoring the debris removal efforts of the County's contracted provider. Point of contact is Jarred Thomas. Funding is only provided in the case of a declared emergency and will be identified at that time. This expenditure is not budgeted for due to its nature as a pre-disaster contract.

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**Fiscal Impact**

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

**Attachments**

RFP Package

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/10/2019 05:05 PM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:24 AM |
| Form Started By: Thomas Skiles | | Started On: 07/09/2019 08:09 AM |
| Final Approval Date: 07/11/2019 | | |

# Solicitation 1907-330

# Debris Materials Monitoring

# Bid Designation: Public

# Williamson County, Texas

# Bid 1907-330
# Debris Materials Monitoring

| | |
|---|---|
| Bid Number | 1907-330 |
| Bid Title | Debris Materials Monitoring |
| Bid Start Date | In Held |
| Bid End Date | Aug 15, 2019 3:00:00 PM CDT |
| Question & Answer End Date | Aug 9, 2019 3:00:00 PM CDT |
| Bid Contact | Blake Skiles<br>Senior Purchasing Specialist<br>512-**943**-1478<br>blake.skiles@wilco.org |
| Contract Duration | **2 years** |
| Contract Renewal | 4 annual renewals |
| Prices Good for | **90 days** |
| Pre-Bid Conference | **Aug 6, 2019 2:00:00 PM CDT**<br>**Attendance is optional**<br>**Location: Williamson County Purchasing Department**<br>**100 Wilco Way, Suite P101**<br>**Georgetown, TX 78626** |
| Bid Comments | **Williamson County is seeking proposals from qualified firms for Debris Materials Monitoring. In the event of an emergency or disaster, the successful firm will be responsible for monitoring the debris removal efforts of the County's contracted provider.** |

**Item Response Form**

| | |
|---|---|
| Item | **1907-330--01-01 - Please Attach All Documents To This Line** |
| Quantity | **1 each** |

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

**Qty** 1

**Description**
Please Attach All Documents To This Line

# PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## WILLIAMSON COUNTY PURCHASING DEPARTMENT
## SOLICITATION NUMBER 1907-330
Debris Materials Monitoring

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

**PROPOSALS WILL BE PUBLICLY OPENED:**
**Aug 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.

# 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 ($15^{th}$) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

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

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

## 4.15 WAIVER OF SUBROGATION

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

## 4.16 RELATIONSHIP OF THE PARTIES

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

## 4.17 SOLE PROVIDER

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

## 4.18 FORCE MAJEURE

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

## 4.19 SEVERABILITY

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

## 4.20 EQUAL OPPORTUNITY

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

## 4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
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.

# 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 shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.)

The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the County.

The proposal shall include individual pricing for each of the debris monitoring types as stated in the specification document.

### 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

At minimum each proposal shall include the following:

1. Qualifications
    a. Briefly introduce your firm, providing summary of the administration, organization and staffing of your firm.
    b. Provide a list of all management, supervision, labor, transportation and equipment necessary to provide debris monitoring services.
    c. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

2. Experience
    a. Number of debris monitoring contracts your firm currently has within a 500-mile radius of Williamson County.
    b. Include your firm's success rate, percentage wise, with adhering to FEMA Public Assistance regulations.
    c. Describe the experience of the firm in the last sixty (60) months in performing monitoring services in similar size and scope. Summary of past experience should include the following for each response:
        i. Type of disaster
        ii. Type of jurisdiction
        iii. Collection of debris monitoring assignments
        iv. DMS debris monitoring assignments
        v. Final disposal debris monitoring functions
3. Project Methodology
    a. Provide a work plan that describes the firm's methodology, including a detailed project plan, based on prior experience with debris monitoring.
    b. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the County to determine compatibility of the approach to the County's overall goals.
    c. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the County. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

### 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.

- **Qualifications – 25 Points**
- **Experience – 25 Points**
- **Project Methodology – 20 Points**
- **Pricing and Fees – 20 Points**
- **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

Jarred Thomas, Director of Emergency Management (or successor), Williamson County, 911 Tracy Chambers Lane, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

## 1.5 Initial Contract Term

This contract is for a two (2) year initial term.

## 1.6 Contract Extensions

If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

## 1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.** All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description: Williamson County Purchasing Department 901 S Austin Ave Georgetown, Texas 78626 Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.**Successful Respondent must comply with the following insurance requirements at all times during this Contract:**

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

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

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

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

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

not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

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

**F. Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

   Williamson County Purchasing Department
   100 Wilco Way, Suite 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.

# Specifications

## 1 Proposal Specifications

### 1.1 Background Information

Williamson County serves an area of approximately 1,134 square miles with a population of approximately 545,000 and is located in Central Texas.

The County is organized into thirty-four (34) departments and provides a full range of services to its citizens.

During a state of emergency, the County Judge is the Emergency Management Director and he is assisted by the appointed Emergency Management Coordinator in addition to all County department directors.

In the event of an emergency or disaster, the successful firm will be responsible for monitoring the debris removal efforts of the County's contracted provider. The successful firm will need to be able to ensure that the debris management provider adheres to protocols that will enhance the County's ability to meet all Federal Emergency Management Agency (FEMA) Public Assistance policies and regulations.

### 1.2 Scope of Work

**General**

The County recognizes the vulnerability of its citizens to damage, injury and loss of life and property resulting from disasters. Such disasters require 24/7 responses from the County's emergency responders, County employees, various elected officials and appointed officials. Removing debris in a timely and efficient manner is crucial to the disaster recovery effort for not only the citizens, but the County employees and Emergency Responders.

The Debris Monitoring contract will encompass the entire area of Williamson County. The County's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a hurricane, tornado, flooding event, or other natural, technological, or human-caused disaster that encompasses the procedures for disposing of that material.

**Scope**

Debris monitoring documentation is critical to verify that debris operations meet all FEMA Public Assistance policies and guidelines, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final location is recorded and in compliance with all regulatory requirements. Proposer may be utilized to monitor and document non-declared events as well.

The County requires all proposers to understand FEMA Public Assistance policies and guidelines, including eligibility issues and specifically those relating to debris. The County will select a firm to monitor its debris removal operations and document eligible debris quantities and reasonable expenses.

Proposers must be able to handle the monitoring of debris removal for all types and sizes of disasters. This can include a localized event where there is one type of debris, a significant event that includes a larger square footage of the County and mixed debris, or could be a Catastrophic Event where the entire County is affected and there is multiple types of debris that will need to be removed.

Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and all applicable Federal, State and local regulations. Failure to properly monitor and document debris removal operations may jeopardize FEMA Public Assistance. The County reserves the right to withhold payment for improperly performed services pending a review of pertinent documentation and actions.

Proposers will need to be capable of providing a wide range of services including, but not limited to the following:

- Damage assessment
- Training
- Emergency planning
- Infrastructure restoration
- Communication with FEMA, FHWA (Federal Highway Administration), State of Texas and other State and Federal Agencies
- Coordinate with State Insurance representatives
- Reimbursement services

Proposers must be prepared to deploy debris monitoring within twenty-four (24) hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, proposer shall be prepared to increase the number of debris monitors for the County.

**Services**

The awarded firm shall be responsible for monitoring debris and waste removal and disposal operations performed by the Debris Management provider relative to:

- County streets, roads and right-of-way
- Streets, roads and rights-of-way of all municipalities and communities, incorporated and unincorporated, and rural areas within the County, unless otherwise directed by Williamson County
- Canals, waterways, and rights-of-way of all municipalities and communities, incorporated and unincorporated, and rural areas within the County, unless otherwise directed by Williamson County
- Public property and facilities
- Any other public site as may be directed by Williamson County
- Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Williamson County Office of Emergency Management

Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed and may include:

- Vegetative debris
- Hazardous waste
- Household hazardous waste
- Electronic waste
- White goods
- Soil, mud and sand
- Vehicles and vessels
- Animal carcasses or other fleshy organic matter
- Infectious waste
- Chemical, biological, radiological and nuclear-contaminated debris
- Construction and demolition (C&D) debris

Awarded firm shall be responsible for maintaining records, developing worksheets and other required documentation which will be required by FEMA, FHWA, and any other applicable agency for disaster recovery efforts. This shall include, but is not limited to, receiving a copy of all invoices from the disposal facility, supported by scale and/or load tickets issued by the disposal facility, and proof of payment by the Debris Management firm to the disposal facility.

Awarded firm shall be responsible for verifying that only eligible debris is removed from initial sites then transported to Temporary Debris Staging and Reduction (TDSRS) sites where all debris is to be appropriately segregated and processed, reduced and then loaded appropriately (and not artificially – e.g. debris is wetted, fluffed or not compacted), and finally transported to the disposal facility for weighting and receiving. Verification that hazardous wastes have not been mixed into loads will be required. Awarded firm shall be responsible for ensuring each load can be claimed based on established criteria, and mark load tickets ineligible if they do not meet FEMA Public Assistance policies and guidelines. Awarded firm shall also possess the ability to estimate in cubic yards (CY) debris to be removed for the disposal facility and assist in measuring the debris in all debris hauling trucks and trailers, if needed.

Awarded firm shall be responsible for overseeing all operations at the TDSRS sites, making sure that all local, state, and federal regulations are followed. All safety precautions are to be taken into account and followed as well.

# PROPOSAL AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

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

**Cooperative Purchasing Program**

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

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

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

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

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7** Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

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

# Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

## Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

# Question and Answers for Bid #1907-330 - Debris Materials Monitoring

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

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 07/16/2019

addendum to MSA Stanley Convergent

**Submitted For:** Randy Barker **Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on approving Addendum to Master Service Agreement with Stanley Convergent Security Solutions, Inc., originally approved on 3/5/2019 under agenda item #44, to increase the not-to-exceed amount to $250,000 and authorizing the execution of the Addendum.

### Background

This addendum to the Master Services Agreement is covered under BuyBoard Contract # 574-18. The not-to-exceed amount of $250,000 is for any 12-month term under this agreement. This expenditure may be charged to various funds/ line items, such as, but not limited to: 100-0509-4509,4510,5300 and other department specific line items and projects, if necessary. Funding was approved in the FY19 budget.

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## Fiscal Impact

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

## Attachments

Addendum to MSA

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/10/2019 04:59 PM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:14 AM |
| Form Started By: Kerstin Hancock | | Started On: 07/02/2019 12:28 PM |
| Final Approval Date: 07/11/2019 | | |

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

# COUNTY ADDENDUM FOR MASTER SERVICES AGREEMENT WITH STANLEY Convergent Security Solutions, Inc.

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS ADDENDUM to the existing Master Services Agreement (the "Agreement") by and between STANLEY Convergent Security Solutions, Inc. is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **STANLEY Convergent Security Solutions, Inc.** ( hereinafter "SCSS"). Customer agrees to engage SCSS as an independent contractor, to assist in providing certain operational goods and services pursuant to the following additional terms, conditions, and restrictions:

## I.

**Not-to-Exceed Amount:** The not-to-exceed amount for any 12-month term under this Agreement shall be **$250,000.00**, unless revised by the Williamson County Commissioners Court through a written amendment signed by both parties.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2019

SCSS:

Authorized Signature
Date: 7/2, 2019

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 07/16/2019

Awarding RFQ 1811-273 Utility Coordination

**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 RFQ #1811-273 Utility Coordination to the most qualified firm Cobb, Fendley & Associates, Inc., and authorizing execution of the contract for engineering services.

### Background

Purchasing solicited sealed statements of qualifications for Utility Coordination. 2,542 firms were invited to respond of which 34 firms viewed the solicitation and 7 firms responded. The responses were evaluated by an evaluation committee and Cobb, Fendley was determined to be the most qualified under the scope of work. This agreement has a compensation cap of $3,000,000.00 (Road Bond Related) and $500,000.00 (Non-Road Bond Related). Point of contact is Bob Daigh. Funding source 01.0200.0210.004100 or specific project funds as required. Expenditure was budgeted for FY19.

## Fiscal Impact

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

## Attachments

Recommendation & Evaluation

Contract

Contract (Non Road Bond)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/10/2019 05:07 PM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:29 AM |
| Form Started By: Thomas Skiles | | Started On: 07/09/2019 08:16 AM |
| Final Approval Date: 07/11/2019 | | |

May 17, 2019

WILLIAMSON COUNTY
1848

Mr. Randy Barker
Purchasing Agent, Purchasing
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: Recommendation for RFQ 1811-273 Utility Coordination

Dear Randy:

Based on the attached supporting documentation the Utility Coordination Evaluation Committee recommends the selection of Cobb, Fendley & Associates, Inc. Which was the top ranked firm from the evaluation process.

Seven firms were evaluated on May 16, 2019 by the following Selection Committee:

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, PE
Senior Director of Infrastructure

3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

# EVALUATION - Utility Coordination
## RFQ 1811-273
## Thursday, May 16, 2019

| Mandatory Criteria | Maximum Score Points | Binkley & Barfield, Inc. | Cobb, Fendley & Associates, Inc. | Costello, Inc. | Halff Associates, Inc. | HDR Engineering, Inc. | MWM DesignGroup | Surveying And Mapping, LLC |
|---|---|---|---|---|---|---|---|---|
| Project Manager's Experience/Qualifications with Utility Coordination | 30 | 18 | 30 | 18 | 18 | 18 | 18 | 18 |
| Individuals on Project Team's Experience/Qualifications with Utility Coordination | 30 | 18 | 30 | 18 | 30 | 24 | 18 | 24 |
| Individuals on Project Team's Experience/Qualifications with Utility Design | 30 | 18 | 30 | 18 | 24 | 24 | 18 | 18 |
| Availability of Project Manager, task leads and relevant staff | 15 | 9 | 9 | 9 | 9 | 9 | 9 | 9 |
| Understanding of Project | 15 | 9 | 15 | 9 | 12 | 12 | 9 | 12 |
| TOTAL | 120 | 72 | 114 | 72 | 93 | 87 | 72 | 81 |

# WILLIAMSON COUNTY
# CONTRACT FOR ENGINEERING SERVICES

**FIRM:** Cobb, Fendley & Associates, Inc ("Engineer")
**ADDRESS:** 505 East Huntland Drive, Suite 100 Austin, Texas 78752
**PROJECT:** Utility Coordination for Corridor & Road Bond Programs ("Project")

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

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** This Contract will have an initial term of three (3) years commencing as of the date of the last party's execution hereof unless terminated earlier as set out herein. The County reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any extension of this Contract will be in one (1) year increments for up to an additional three (3) total years, with the terms and conditions remaining the same. The total period of this Contract, including all extension, will not exceed a maximum combined period of six (6) years.

**B. Work Authorizations.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Million Dollars ($3,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual

costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to

County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

**D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## ARTICLE 8
## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County,

to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

**Cobb, Fendley & Associates, Inc.**
**Attn: Sandra G. Khoury, P.E.**
**505 East Huntland Drive, Suite 100**
**Austin, Texas 78752**

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's

Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 17
## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

**A.** By mutual agreement and consent, in writing, of both parties.

**B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

**C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

**D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

**E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## ARTICLE 22
## INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

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

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

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

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

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

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

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

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## ARTICLE 26
## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 28
## SEVERABILITY

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

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

| | |
|---|---|
| With copy to: | Prime Strategies, Inc.<br>1508 South Lamar Blvd.<br>Austin, Texas 78704<br>Attn: Michael Weaver |
| and to: | HNTB<br>101 East Old Settlers Boulevard, Suite 100<br>Round Rock, TX 78664<br>Attn: Richard Ridings, P.E. |
| and to: | Office of General Counsel<br>Williamson County<br>710 Main Street, Suite 102<br>Georgetown, Texas 78626 |

**Engineer:** **Cobb, Fendley & Associates, Inc.**
**Attn: Sandra G. Khoury, P.E.**
**505 East Huntland Drive, Suite 100**
**Austin, Texas 78752**

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

## ARTICLE 33
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

**ENGINEER**

Cobb, Fendley & Associates, Inc.

By _____

Printed Name: Sandra G. Khoury, P.E.

Title: Vice President

Date: June 28, 2019

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT CERTIFICATION

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

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cobb, Fendley & Associates, Inc.
Name of Firm

Signature of Certifying Official

Sandra G. Khoury, P.E.
Printed Name of Certifying Official

Vice President
Title of Certifying Official

July 1, 2019
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Sandra G. Khoury, PE the 1st of July, 2019, on behalf of said firm.

Megan Lesher

Notary Public in and for the
State of Texas

My commission expires: 10/16/2019

# EXHIBIT B

## ENGINEERING SERVICES

SCOPE OF SERVICES

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator),*** involves utility coordination / relocation services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY CONSTRUCTION OBSERVATION
8. UTILITY PLANNING & RESEARCH
9. FIELD SURVEYING
10. RIGHT-OF-WAY (ROW) COORDINATION

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. _____**
**PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
| --- | --- |
| [Insert Company Name HERE] | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
*Effective June 2019*

| | |
|---|---|
| Senior Project Manager | $235.00/HR |
| Senior Engineer | $195.00/HR |
| Project Engineer III | $170.00/HR |
| Project Engineer II | $150.00/HR |
| Project Engineer I | $125.00/HR |
| Senior Technician | $145.00/HR |
| Technician III | $125.00/HR |
| Technician II | $115.00/HR |
| Technician I | $95.00/HR |
| Licensed State Land Surveyor | $235.00/HR |
| Registered Professional Land Surveyor | $170.00/HR |
| 4 Person Field Services Crew | $190.00/HR |
| 3 Person Field Services Crew | $170.00/HR |
| 2 Person Field Services Crew | $145.00/HR |
| 1 Person Field Services Crew | $120.00/HR |
| 2 Person Hy-Drone Crew | $340.00/HR |
| 2 Person UAV Drone Crew | $235.00/HR |
| Senior Field Construction Observer | $155.00/HR |
| Field Construction Observer | $110.00/HR |
| Senior Utility Specialist | $155.00/HR |
| Utility Specialist | $125.00/HR |
| GIS Manager | $170.00/HR |
| GIS Analyst | $120.00/HR |
| Right-of-Way Project Manager | $235.00/HR |
| Right-of-Way Agent | $140.00/HR |
| Administrative | $105.00/HR |
| Clerical | $80.00/HR |

**SUBSURFACE UTILITY ENGINEERING**

| | |
|---|---|
| One-Man Designating Crew (4-Hour Minimum) | $110.00/HR |
| Two-Man Designating Crew (4-Hour Minimum) | $170.00/HR |
| Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Min.) | $295.00/HR |
| Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) | $315.00/HR |
| Ground Penetrating Radar with 1 Technician (4-Hour Minimum) | $260.00/HR |
| Closed Circuit Television (CCTV) with 2 Technicians | $280.00/HR |
| Traffic Control Officer | At Cost |
| Traffic Control (Lane Closures, etc.) | At Cost |
| Permits (Local, State, etc.) | At Cost |

# EXHIBIT D

## RATE SCHEDULE
*(continued)*

Cobb, Fendley & Associates, Inc.
*Effective June 2019*

**SUBSURFACE UTILITY ENGINEERING *(continued)***

| | |
|---|---|
| Designation & Traffic Control Vehicles | $3.50/Mile |
| Location Vehicles | $6.50/Mile |

**REIMBURSABLE EXPENSES**

| | |
|---|---|
| Courier, Special Equipment Rental | At Cost |
| Mileage (Standard Car or Truck) | At Cost |
| Title Plant Charges | IRS Approved Rate |
| Other Misc. Expenses Related to the Project | At Cost |
| Outside Reproduction: | At Cost |

In-House Reproduction:

- Copies (Up to 11" x 17") ..... $0.15/Each
- Color Prints (Up to 11" x 17") ..... $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) ..... $1.00/Each
- Bond Prints (All Sizes) ..... $2.00/Each

Out of town travel reimbursement (meals, lodging, car rental, airfare, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

# EXHIBIT D

## RATE SCHEDULE
*(continued)*

Hydro Spy, LLC
*Effective June 2019*

**SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)**

| | |
|---|---|
| Round Trip Mobilization | $1,120.00/day |
| Pot Hole & Trench Excavations w/Backfill | $3,820.00/day |

**REIMBURSABLE EXPENSES**

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## EXHIBIT E

# Williamson County
# Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

**9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

**10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# WILLIAMSON COUNTY
# CONTRACT FOR ENGINEERING SERVICES

**FIRM:** **Cobb, Fendley & Associates, Inc ("Engineer")**
**ADDRESS:** **505 East Huntland Drive, Suite 100 Austin, Texas 78752**
**PROJECT:** **Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities (RFQ 1811-273) ("Project")**

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

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A.**

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five Hundred Thousand Dollars and No/100 Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

S imultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization r elated thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also*, Art. 32 (R) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

**D.** The invoice is not mailed to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## ARTICLE 8
## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art.6, *supra.*

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Sandra Khoury, P.E.
Cobb, Fendley & Associates, Inc.
505 East Huntland Drive, Suite 100
Austin, Texas 78752

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 17
## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

**A.** By mutual agreement and consent, in writing, of both parties.

**B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

**C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

**D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

**E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## ARTICLE 22
## INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

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

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

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

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

   Williamson County Auditor
   c/o: Pam Navararrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   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 Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## ARTICLE 26
## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 28
## SEVERABILITY

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

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

**Engineer:** Cobb, Fendley & Associates, Inc.
Attn: Sandra G. Khoury, P.E.
505 East Huntland Drive, Suite 100
Austin, Texas 78752

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

**P. Termination of Work Authorization.** Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided in Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right the terminate such Work Authorization at its discretion.

## ARTICLE 33
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

**ENGINEER**

Cobb, Fendley & Associates, Inc.

By Sandra G Khoury

Printed Name: Sandra G. Khoury, P.E.

Title: Vice President

Date: July 3rd, 2019

SUBSCRIBED and sworn to before me the undersigned authority by Sandra G. Khoury, PE of **ENGINEER**, on behalf of said firm.

July 3rd the 2019

MICHELLE BYBEE
My Notary ID # 11538259
Expires October 2, 2020

Michelle Bybee
Notary Public in and for the
State of Texas

My commission expires: 10/02/2020

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT CERTIFICATION

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

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cobb, Fendley & Associates, Inc.
Name of Firm

Sandra G Khoury
Signature of Certifying Official

Sandra G. Khoury, P.E.
Printed Name of Certifying Official

Vice President
Title of Certifying Official

July 3rd, 2019
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Sandra E. Khoury, PE
_____ the _____ of _____ 2019 on behalf of said firm.

MICHELLE BYBEE
My Notary ID # 11538259
Expires October 2, 2020

Michelle Bybee
Notary Public in and for the
State of Texas

My commission expires: 10/02/2020

# EXHIBIT B

## ENGINEERING SERVICES

## SCOPE OF SERVICES

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Engineer)***, involves utility coordination and relocation services for all Williamson County Activities Not Related to Road Bond Activities in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY CONSTRUCTION OBSERVATION & VERIFICATION
8. UTILITY PLANNING & RESEARCH
9. FIELD SURVEYING
10. RIGHT-OF-WAY (ROW) COORDINATION
11. MISCELLANEOUS

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. _____**
**PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
| --- | --- |
| [Insert Company Name HERE] | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
*Effective June 2019*

| | |
|---|---|
| Senior Project Manager | $235.00/HR |
| Senior Engineer | $195.00/HR |
| Project Engineer III | $170.00/HR |
| Project Engineer II | $150.00/HR |
| Project Engineer I | $125.00/HR |
| Senior Technician | $145.00/HR |
| Technician III | $125.00/HR |
| Technician II | $115.00/HR |
| Technician I | $95.00/HR |
| Licensed State Land Surveyor | $235.00/HR |
| Registered Professional Land Surveyor | $170.00/HR |
| 4 Person Field Services Crew | $190.00/HR |
| 3 Person Field Services Crew | $170.00/HR |
| 2 Person Field Services Crew | $145.00/HR |
| 1 Person Field Services Crew | $120.00/HR |
| 2 Person Hy-Drone Crew | $340.00/HR |
| 2 Person UAV Drone Crew | $235.00/HR |
| Senior Field Construction Observer | $155.00/HR |
| Field Construction Observer | $110.00/HR |
| Senior Utility Specialist | $155.00/HR |
| Utility Specialist | $125.00/HR |
| GIS Manager | $170.00/HR |
| GIS Analyst | $120.00/HR |
| Right-of-Way Project Manager | $235.00/HR |
| Right-of-Way Agent | $140.00/HR |
| Administrative | $105.00/HR |
| Clerical | $80.00/HR |

**SUBSURFACE UTILITY ENGINEERING**

| | |
|---|---|
| One-Man Designating Crew (4-Hour Minimum) | $110.00/HR |
| Two-Man Designating Crew (4-Hour Minimum) | $170.00/HR |
| Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Min.) | $295.00/HR |
| Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) | $315.00/HR |
| Ground Penetrating Radar with 1 Technician (4-Hour Minimum) | $260.00/HR |
| Closed Circuit Television (CCTV) with 2 Technicians | $280.00/HR |
| Traffic Control Officer | At Cost |
| Traffic Control (Lane Closures, etc.) | To Be Negotiated |
| Permits (Local, State, etc.) | At Cost |

# EXHIBIT D

## RATE SCHEDULE
*(continued)*

Cobb, Fendley & Associates, Inc.
*Effective June 2019*

**SUBSURFACE UTILITY ENGINEERING *(continued)***

| | |
|---|---|
| Designation & Traffic Control Vehicles | $3.50/Mile |
| Location Vehicles | $6.50/Mile |

**REIMBURSABLE EXPENSES**

| | |
|---|---|
| Consultant or Specialty Contractor (Outside Firm) | At Cost |
| Courier, Special Equipment Rental | At Cost |
| Mileage (Standard Car or Truck) | IRS Approved Rate |
| Title Plant Charges | At Cost |
| Other Misc. Expenses Related to the Project | At Cost |

In-House Reproduction:

- Copies (Up to 11" x 17") ..... $0.15/Each
- Color Prints (Up to 11" x 17") ..... $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) ..... $1.00/Each
- Bond Prints (All Sizes) ..... $2.00/Each

Out of town travel reimbursement (meals, lodging, car rental, airfare, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

# EXHIBIT D

## RATE SCHEDULE
*(continued)*

Hydro Spy, LLC
*Effective June 2019*

**SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)**

| | |
|---|---|
| Round Trip Mobilization | $1,120.00/day |
| Pot Hole & Trench Excavations w/Backfill | $3,820.00/day |

**REIMBURSABLE EXPENSES**

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

**EXHIBIT E**

# Williamson County
# Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

**2. Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

**9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

**10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 07/16/2019

Seward Junction SW Drainage Easement

**Submitted For:** Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on Drainage Easement given by HoganWyatt, LP, "Grantor" to Williamson County "Grantee" as needed for construction of the Seward Junction Southwest roadway.

### Background

The Texas limited partnership, HoganWyatt, LP donated 9.802 acres of right-of-way to Williamson County for the construction of Seward Junction S.W. roadway. The Commissioners Court unanimously approved the donation with a real estate contract and a Donation Special Warranty Deed during agenda item #38 on the December 20th, 2016 Commissioners Court meeting. HoganWyatt is donating 0.755 acres or 32,885 square feet needed for a drainage easement for construction of the Seward Junction S.W. roadway. Sheets & Crossfield drafted the drainage easement and worked with HNTB on engineering specifics. Construction has begun on the roadway and completion is anticipated for the Fall of 2020. Signed originals have been submitted to the Judge's Office.

## Fiscal Impact

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

## Attachments

Hogan Drainage Easement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/08/2019 04:43 PM |
| Form Started By: Kathy Pierce | | Started On: 07/08/2019 02:13 PM |
| Final Approval Date: 07/08/2019 | | |

**DRAINAGE EASEMENT**

Seward Junction Southwest Road Right of Way

THE STATE OF TEXAS '

' KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON '

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

> All of that certain 0.755 (32,885 square feet) easement, located in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being a portion of the remainder of a called 117.15 acre tract of land described in the deed to Philip Hogan and wife, Gina Hogan, recorded in Document No. 2000007280 of the Official Public Records of Williamson County, Texas; particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

The perpetual easement, rights and privileges herein granted shall be used for the purposes of, at Grantee's sole cost and expense, opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading (the "Facilities") which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said Property described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said Property for the purpose of making any improvements, modifications or repairs which Grantee reasonably deems necessary; provided, however, that the easement, rights and privileges herein granted to Grantee hereunder shall terminate in the event Grantee or its successors or assigns abandons the Facilities.

This easement shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to Grantor, and its successors and assigns, however, all such rights and privileges as may be used without materially and adversely interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

Grantee shall be responsible, at its sole expense, for the maintenance of the Facilities, and shall keep the Facilities in safe and good operating condition. Grantee shall be required to repair, replace or restore to their original condition (i) any utility facilities located within the Property, and (ii) any other property owned by Grantor in proximity to the Property, or other appurtenances, improvements or facilities located thereon, in each case, that are damaged in connection with the opening, constructing and maintaining of the Facilities. Grantee shall use reasonable efforts to minimize any interference with Grantor's use and operation of the Property in connection with Grantee's activities. Grantee agrees that all activities conducted by Grantee on the Property shall be performed in accordance with all applicable permits, laws, rules, regulations, ordinances, codes and statutes.

To the extent allowed by law, Grantee shall indemnify and hold Grantor and Grantor's agents, employees, members, managers, partners, officers, contractors, representatives, successors and assigns harmless against any loss and damage or any other claim which is directly and proximately caused by, arising out of or resulting from any wrongful or negligent act or omission of Grantee's agents, members, managers, partners, officers, representatives, contractors, successors, assigns or employees in the course of their employment in carrying out the purposes of this easement, including all expenses, costs and reasonable attorneys' fees associated with any claims, demands, liabilities or causes of action or incurred by Grantor in the enforcement of this indemnity. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement. This indemnity provision shall survive termination of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said Property, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith so long as such easement is in full force and effect, for the purposes and to the extent granted herein.

And Grantor does hereby bind its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This easement is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time and all matters that are visible or apparent on the ground or that would be shown by a survey of the Property. The perpetual easement, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the Property covered by this easement that materially and adversely interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of

the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Grantor may convey other easement rights within the Property for utility purposes without Grantee's written consent. Further, Grantor shall have the right, and Grantee hereby grants to Grantor the right, for no additional consideration payable to Grantee, to tie into, connect to and use the Facilities for storm water drainage from Grantor's remaining property, however, prior to the conveyance of any developed flows from such remainder property into the easement, Grantor, its successors or assigns shall submit any development plans and designs to Grantee or other applicable development regulatory body for review, comment and approval in order to ensure that any flows are properly conveyed so as not to interfere with the purposes of the easement, or are otherwise in compliance with all applicable permits, laws, rules, regulations, ordinances, codes and statutes, and does not otherwise negatively impact upstream or downstream drainage facilities according to any applicable statutes or regulations.

Grantee shall cause Grantee's third-party general contractor performing any construction work on the Property to maintain commercial general liability insurance in minimum amounts as required by standard Williamson County construction contract general conditions. Grantee shall provide Grantor a copy of its contractor's certificate of insurance or other satisfactory evidence of such insurance coverages prior to commencing construction or installation of the Facilities upon the Property and, at any time thereafter, upon request. All insurance policies procured and maintained by Grantee's contractor pursuant to this paragraph shall name Grantor as an additional insured. The insurance policy required by this paragraph shall provide that such insurance is primary to and non-contributory with any other insurance. All such policies shall be non-cancelable except after thirty (30) days written notice to Grantor, ten (10) days written notice for non-payment of premium.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the ____ day of _____, 2019.

*[signature pages follow]*

**GRANTOR:**

HOGAN WYATT, LP, a Texas limited partnership

By: LandGP, LLC, a Texas limited liability company, its general partner

By: Philip Hogan
Name: Philip Hogan
Its: MANAGER

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson § 

This instrument was acknowledged before me on this the 8th day of July, 2019 by Philip Hogan, Manager of LandGP, LLC, a Texas limited liability company, general partner of HoganWyatt, LP, a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

KATHY KNAPP PIERCE
Notary Public, State of Texas
Comm. Expires 01-14-2022
Notary ID 809711-4

**GRANTEE:**

WILLIAMSON COUNTY, TEXAS

By:_____
Name:_____
Title:_____

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by _____, _____ of Williamson County, Texas, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**EXHIBIT A**

**County:** Williamson
**Easement:** 2DEP2
**Highway:** Seward Junction Southwest
**Limits:** From: S.H. 29
To: C.R. 263

**DESCRIPTION FOR EASEMENT 2DEP2**

DESCRIPTION OF A 0.755 ACRE (32,885 SQ. FT.) EASEMENT, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 117.15 ACRE TRACT OF LAND DESCRIBED IN DEED TO PHILIP HOGAN AND WIFE, GINA RAE HOGAN, RECORDED IN DOCUMENT NO. 2000007280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.755 ACRE (32,885 SQ. FT.) EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 1,700.16 feet right of Seward Junction Southwest (SJS) Engineer's Centerline Station (E.C.S.), a variable width right-of-way (R.O.W.), 155+44.83 on the existing north R.O.W. line of County Road 263, a variable width R.O.W., no record information found, for the southwest corner of said remainder of a called 117.15 acre tract;

**THENCE** N 69°02'59" E, with said existing north R.O.W. line of County Road 263, same being the south line of said remainder of a called 117.15 acre tract, a distance of 813.62 feet to a calculated point;

**THENCE** N 68°41'04" E, with said existing north R.O.W. line of County Road 263, same being the south line of said remainder of a called 117.15 acre tract, a distance of 840.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 673.59 feet right of SJS E.C.S. 163+01.72, for the southwest corner and the **POINT OF BEGINNING** (Grid Coordinates= N:10,206,902.61, E:3,069,478.80) of the easement described herein;

1) **THENCE** N 20°05'08" W, departing said existing north R.O.W. line of said County Road 263, over and across said remainder of called 117.15 acre tract, a distance of 670.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 159+98.79 on the proposed south R.O.W. line of SJS, for the northwest corner of the easement described herein;

2) **THENCE** S 83°14'35" E, with said proposed south R.O.W. line of SJS, a distance of 56.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 160+54.83 on the proposed south R.O.W. line of SJS, for the northeast corner of the easement described herein;

3) **THENCE** S 20°05'08" E, departing the said proposed south R.O.W. line of SJS, over and across said remainder of a called 117.15 acre tract, passing at a distance of 424.39 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found 453.66 feet right of SJS E.C.S. 162+46.46, passing at a distance of 571.35 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found 584.79 feet right of SJS E.C.S. 163+12.82, and continuing for a total distance of 644.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 650.06 feet right of SJS E.C.S. 163+45.85 on the existing north R.O.W. line of said County Road 263, for the southeast corner of the easement described herein, from which a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" found bears N 68°41'04" E, a distance of 116.36 feet;

4) **THENCE** S 68°41'04" W, with the existing north R.O.W. line of said County Road 263, a distance of 50.01 feet to the **POINT OF BEGINNING**, and containing 0.755 acres (32,885 sq. ft.) of land, more or less.

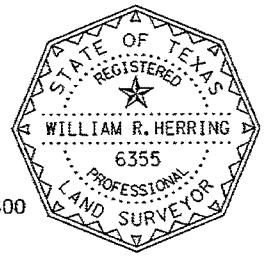
This property description is accompanied by a plat of even date.

All bearings are based on the Texas Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

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

That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

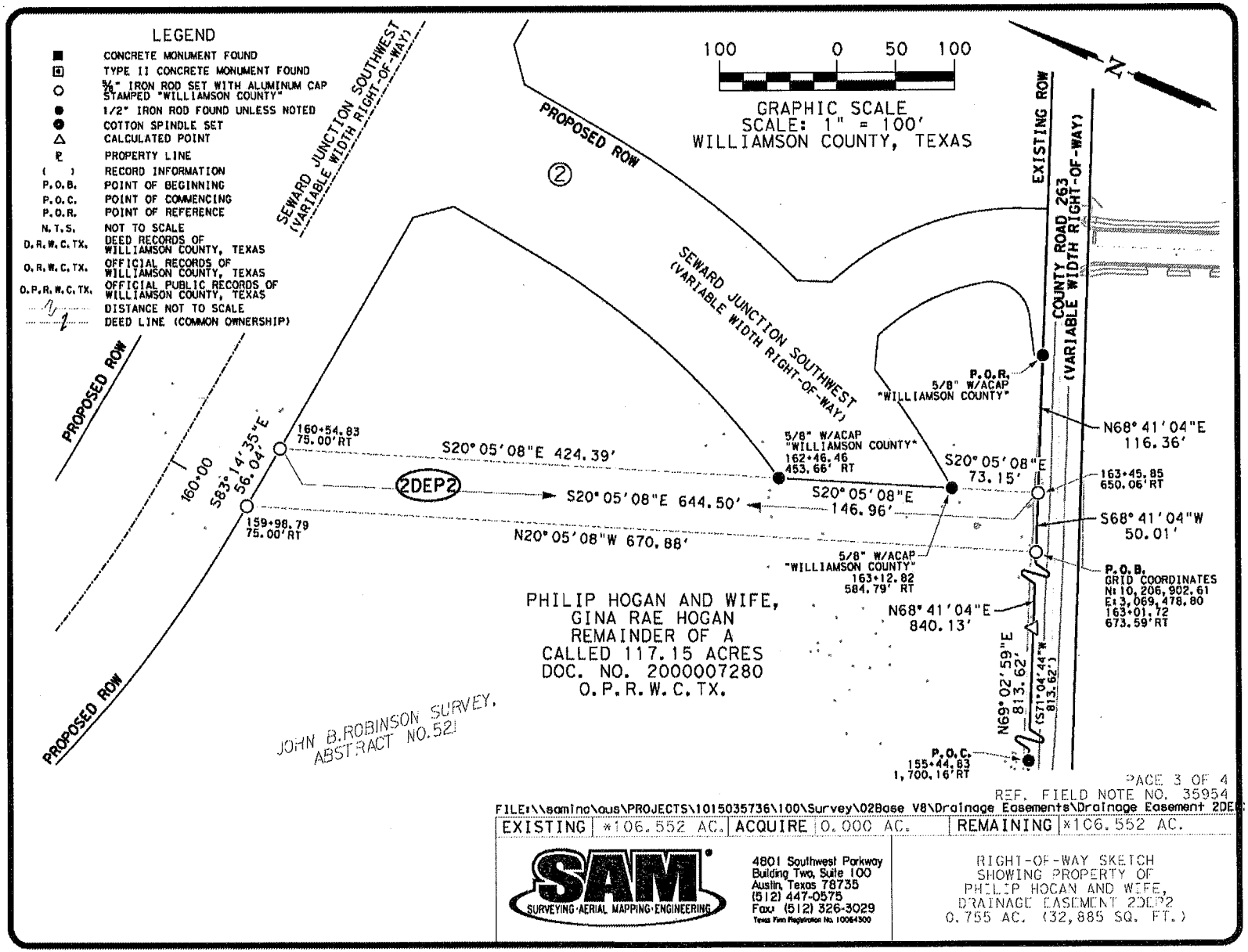
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7th day of February, 2018.




2/7/2018

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas




PAGE 3 OF 4

REF. FIELD NOTE NO. 35954

FILE:\\samino\aus\PROJECTS\1015035736\100\Survey\02Base V8\Drainage Easements\Drainage Easement 2DE

| EXISTING | ±106.552 AC. | ACQUIRE | 0.000 AC. | REMAINING | ±106.552 AC. |
|---|---|---|---|---|---|

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PHILIP HOGAN AND WIFE,
DRAINAGE EASEMENT 2DEP2
0.755 AC. (32,885 SQ. FT.)

## LEGEND

| | |
|---|---|
| ■ | CONCRETE MONUMENT FOUND |
| ⊡ | TYPE II CONCRETE MONUMENT FOUND |
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ⊙ | COTTON SPINDLE SET |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| N.T.S. | NOT TO SCALE |
| D.R.W.C.TX. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.TX. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| —//— | DISTANCE NOT TO SCALE |
| ——℄—— | DEED LINE (COMMON OWNERSHIP) |

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SEWARD JUNCTION SOUTHWEST ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE & ASSOCIATES, INC. SCHEMATIC RECEIVED BY SAM, LLC IN JUNE, 2016.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

STATE OF TEXAS
REGISTERED
WILLIAM R. HERRING
6355
PROFESSIONAL
LAND SURVEYOR

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

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

2/7/2018
DATE


REF. FIELD NOTE NO. 35954

FILE:\\samino\aus\PROJECTS\1015035736\100\Survey\02Base V8\Drainage Easements\Drainage Easement 2DE

| EXISTING | ×106.552 AC. | ACQUIRE | 0.000 AC. | REMAINING | ×106.552 AC. |
|---|---|---|---|---|---|

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PHILIP HOGAN AND WIFE,
DRAINAGE EASEMENT 2DEF2
0.755 AC. (32,885 SQ. FT.)

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 07/16/2019

Purchase of Ballistic Armor

**Submitted For:** Randy Barker **Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Ballistic Armor for the Williamson County Sheriff's Office in the amount of $53,409.24, pursuant to BuyBoard Contract #524-17.

**Background**

Approval of this purchase will support the Williamson County Sheriff's Office. This expenditure will be charged to 01.0410.0413.003008 and was approved in the FY19 budget. Department contact is Chief Tim Ryle.

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**Fiscal Impact**

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

**Attachments**

Quote

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/10/2019 05:09 PM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:44 AM |
| Form Started By: Erica Smith | | Started On: 07/09/2019 03:29 PM |
| Final Approval Date: 07/11/2019 | | |

| | |
|---|---|
| **Quote** | QTE0103187 |
| **Date** | 7/3/2019 |
| **Page:** | 1 |

**GT Distributors - Austin**
**P.O. Box 16080**
**Austin TX 78761**
**(512) 451-8298 Ext. 0000**

**Bill To:**

Williamson County (TX)
P.O. BOX 2659
Attn: Accounts Payable
Georgetown TX 78627-2659

**Ship To:**

Williamson County (TX)
508 South Rock St
Attn: Mark Luera
Georgetown TX 78626

| Purchase Order No. | Customer ID | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|---|---|---|---|---|---|---|
| PTA FAV 2019 | 000022 | BF | FACTORY DIRECT | NET 15 | 0/0/0000 | 1,940,061 |

| Quantity | Item Number | Description | UOM | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| 18 | PTA-FAV-AWS-CARR-F | ProTech FAV AWS First Spear Tubes | EA | $460.53 | $8,289.54 |
| 18 | PTA-FAV-HW74-3A* | Fast Attack Ballistics, Hardwire® 74 Level IIIA | EA | $1,184.21 | $21,315.78 |
| 18 | PTA-CLR-SX02-3A* | Collar, SX02, Level IIIA | EA | $110.53 | $1,989.54 |
| 18 | PTA-THR-SX02-3A* | Throat, SX02, Level IIIA | EA | $100.00 | $1,800.00 |
| 18 | PTA-BCP-HW68-3A* | Upper Arms, Hardwire® 68 Level IIIA | EA | $347.37 | $6,252.66 |
| 18 | PTA-GRN-HW68-3A* | Groin, Hardwire® 68 Level IIIA | EA | $186.64 | $3,359.52 |
| 36 | PTA-I-SHE-LG* | Protech Large SHERIFF ID Patch 8.5x3 | EA | $10.00 | $360.00 |
| 36 | PTA-1314832* | Protech DT206C Level III 10x12 Multi Curve Sh | EA | $278.95 | $10,042.20 |
| 1 | BUYBOARD | | Each | $0.00 | $0.00 |
| | | Quotation reflects Buyboard Contract 524-17.<br>Contract period 04/01/19-03/31/20.<br>Email BuyBoard PO's to info@buyboard.com | | | |

PO-119738

**All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.**

Your salesman was Brad.
Thank-you for your business.

| | |
|---|---|
| **Subtotal** | $53,409.24 |
| **Misc** | $0.00 |
| **Tax** | $0.00 |
| **Freight** | $0.00 |
| **Total** | $53,409.24 |

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 07/16/2019

GuideSpark Amendment and 2019 Order Form

**Submitted For:** Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the GuideSpark Amendment No. 1 to the Master Services Agreement, June 2019 Order Form for the July Start Date and any related documents, and authorizing execution of the agreement.

**Background**

GuideSpark is our vendor that provides the professional services for our online benefit educational videos that we utilize to communicate our Benefit Plan Information for our employees. GuideSpark has implemented a new enhanced cloud portal which has improved technology from the current platform that we are utilizing at this time. Additionally, we are selecting a new product offering through GuideSpark, the Communicate Cloud Multimedia Product, which has enhanced services to improve our Benefits Communication tools for our employees. The attached Amendment Agreement is for our current Vendor Guide Spark that hosts our current Benefit Videos on our Benefit Portal.

Our current annual subscription cost is $15,225.00 for a basic video subscription. The selection of the upgrade to the new Communicate Cloud Multimedia product and services includes a multi-channel approach utilizing: email, video, embed, print, and mail communications through an interactive member web experience, with data analytics (engagement and feedback) from members to measure their understanding of the benefit offerings. To implement this upgrade, we will have a slight increase of less than $10,000, the new total annual subscription cost of $25,000.00 minus the $15,225.00 that we have already paid for our current subscription. We do have money in our benefits budget for both 2019 and 2020 to account for this increase in cost of $7,193.62.

---

**Fiscal Impact**

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

**Attachments**

GuideSpark Amendment No.1 to Master Services Agreement

GuideSpark 2019 Order Form

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/09/2019 04:14 PM |
| Form Started By: Shelley Loughrey | | Started On: 07/09/2019 01:42 PM |
| Final Approval Date: 07/09/2019 | | |

**FIRST AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT**

Effective Date: Last Date of Signature below

This FIRST AMENDMENT (the "**Amendment**") to that certain Master Subscription Agreement dated March 23, 2016 by and between **GuideSpark, Inc.** with an office at 1400A Seaport Blvd., Suite 500, Redwood City, CA 94063 ("**GuideSpark**") and Williamson County, with offices located at 405 Martin Luther King St #1, Georgetown, TX 78626-4900 (the "**County**") (the "**Agreement**") is entered into as of the last date of signature below. This Amendment shall become effective on the date set forth above. Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

WHEREAS, the parties have entered into the Agreement;

WHEREAS, the parties wish to reaffirm and amend the Agreement, including to allow for the purchase of Products by County from GuideSpark, as set forth below;

NOW, THEREFORE, and in consideration of the mutual covenants and obligations assumed by the parties hereto and other good and valuable consideration, the parties agree as follows:

1. The Agreement is hereby renewed and reaffirmed effective as of the date set forth above.

2. All references to "Content" in Section 2 (Software Service) and following in the Agreement shall be replaced with a reference to "Products".

3. The following definitions are hereby added to Section 1 (Definitions) of the Agreement:

   **"County Trademarks"** means County's name and/or logos.

   **"Products"** means (a) the Content, (b) the interactive content experiences, including digital documents, polls, quizzes, etc., provided by GuideSpark through the Software Service (c) campaign message content offered by GuideSpark through the Software Service, and (d) any other offerings provided by GuideSpark from time to time (whether for free/gratis or for a monetary fee) through the Software Service, in each case as more specifically detailed in the GuideSpark Products and Software Services Description @ http://www.guidespark.com/product-description-terms. For clarification, County acknowledges and agrees that any Products which are provided for free/gratis, which may or may not be formalized in an Order Form, shall continue to be governed by the terms and conditions of this MSA and shall be for a limited period of free use not to exceed the greater of the specified term set forth in the Order Form or one (1) year.

   **"Professional Services"** means the professional services to be performed by GuideSpark for County, as further described in one or more Order Forms. For clarity, services to develop custom Content for County under an Order Form is an example of Professional Services. Professional Services do not include the provision of the Software Service.

   **"Software Service"** means the online software-as-a-service platform, including, but not limited to, the text and email message service, in each case as more specifically detailed in the GuideSpark Products and Software Services Description @ http://www.guidespark.com/product-description-terms, as may be amended from time to time.

   **"Support"** means the technical support services provided by GuideSpark as further described in Exhibit B (Service Level Agreement) and Exhibit C (Support) and GuideSpark Products and Software Services Description @ http://www.guidespark.com/product-description-terms.

   .

4. Section 3.3 is hereby replaced in its entirety with the following:

   3.3 Ownership of Intellectual Property – Software Service, Products and Data. GuideSpark and its licensors will retain ownership of all Intellectual Property Rights in the Software Service and the Products. GuideSpark will also own all right, title and interest in and to any Products that GuideSpark creates, develops or otherwise delivers to County in connection with the Software Service hereunder, and hereby provides County with a worldwide, non-exclusive, non-transferable

license to use those customized portions of the Products for County's internal business use for the relevant Subscription Term. Notwithstanding the foregoing, as between GuideSpark and County, County owns all right, title and interest (including all Intellectual Property Rights) in and to any County software, County systems, County Data, County Confidential Information, County Trademarks or other County materials provided by County to GuideSpark or otherwise accessed by GuideSpark in connection with this Agreement.

5. The following clause is hereby added to Section 3 (License and Ownership of Intellectual Property) of the Agreement as Section 3.5

> 3.5 Data. As between GuideSpark and County, County exclusively owns all rights, title and interest in and to all County Data and all User Data. GuideSpark shall have the right to access and use the County Data and the User Data solely to perform its obligations in accordance with the terms of this Agreement during the Subscription Term, and as otherwise expressly permitted in this Agreement. GuideSpark reserves the right to develop and commercialize benchmarks and measures based on Aggregated Data. "Aggregated Data" shall mean User Data (i) anonymized, and not identifiable to any person or entity, and (ii) presented in a manner from which County's or User's identity may not be derived.

6. Section 5.1 (Education and Third Party Links) of the Agreement is hereby deleted and replaced in its entirety with the following:

> **Education and Third Party Links.**
>
> 5.1 Education Only Product. County acknowledges that: (i) THE SOFTWARE SERVICE AND PRODUCTS ARE NOT INTENDED TO BE LEGAL, TAX, FINANCIAL ADVICE OR ADVICE OF ANY KIND; GUIDESPARK IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR; (ii) the Software Service and Products are for educational purposes only and should not be considered personalized legal, financial or tax advice; (iii) the financial, benefit and investment strategies presented in the Software Service and Products, if any, were prepared without regard to any particular User's investment objectives or financial or benefit situation, and may not be suitable for everyone; (iv) each User's financial and benefit situation is unique, and any information or advice obtained through the Software Service and Products may not be appropriate for a particular User's situation; and (v) before implementing any financial or benefit decisions or strategies, each User should consider obtaining additional information and advice from their accountant or other financial advisers who are fully aware of their individual circumstances. GuideSpark makes no warranty or representation as to the accuracy, timeliness or completeness of any Products made available through the Software Service. County acknowledges that prior to GuideSpark making any Products available to County's Users, County will review and approve all such Products. GuideSpark will not be responsible for updating or modifying Products during any applicable Subscription Term to reflect changes in applicable laws and regulations, but will only make those changes after the specific written request of County based on information provided to GuideSpark by County.

7. Section 13.12 (Survival) of the Agreement shall be replaced and superseded in its entirety as follows:

> 13.12 Survival. Sections 1, 3.3, 3.4, 3.5, 3.6, 4, 5.1, 6.4, 7, 8, 9, 10, 11, and 13 (including any other sections which by their terms shall survive) will survive any termination or expiration of this Agreement.

All other terms and conditions of the Agreement not amended herein shall continue to apply and remain in full force and effect.

WILLIAMSON COUNTY
405 Martin Luther King St #1
Georgetown, TX 78626-4900

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

GUIDESPARK, INC.
1400A Seaport Blvd., Suite 500
Redwood City, CA 94063

By: Valerie Burman (Jul 2, 2019)

Name: Valerie Burman

Title: Cfo

Date: Jul 2, 2019

Email: vburman@guidespark.com

JUH
JUH
Jul 2, 2019

**Signature:** Jenn Hastings
Jenn Hastings (Jul 2, 2019)

**Email:** legal@guidespark.com

**Signature:**

**Email:**

## Order Form # 003 - June 2019

Subject to Master Subscription Agreement between GuideSpark and Company

### *1.1 COMPANY INFORMATION*

**MSA EFFECTIVE DATE: 3/30/2016**

| | |
|---|---|
| Company Name:<br>Williamson County | Company Address:<br>405 Martin Luther King St. #1<br>Georgetown, TX 78626 |

### *1.2 SUBSCRIPTION PRODUCT INFORMATION*

**PERMITTED USERS: <1000**

| PRODUCT* | QUANTITY | START DATE | END DATE | CURRENT TERM PRICE | NET ANNUAL PRICE |
|---|---|---|---|---|---|
| Benefits Overview | 1 | 7/16/2019 | 3/30/2020 | $(3,711.70) | N/A |
| Flexible Spending Accounts | 1 | 7/16/2019 | 3/30/2020 | $(1,113.51) | N/A |
| Medical Plans Overview | 1 | 7/16/2019 | 3/30/2020 | $(972.11) | N/A |
| Open Enrollment | 1 | 7/16/2019 | 3/30/2020 | $(972.11) | N/A |
| Open Enrollment Teaser | 1 | 7/16/2019 | 3/30/2020 | $(3,711.70) | N/A |
| GUIDESPARK COMMUNICATE BENEFITS GUIDE | 1 | 7/16/2019 | 3/30/2020 | $17,674.75 | $25,000.00 |

** See http://www.guidespark.com/product-description-terms for GuideSpark Products and Services Description, which are incorporated herein by reference.*

### *1.3 ONE-TIME FEE INFORMATION*

| PRODUCT | QUANTITY | LIST PRICE | NET PRICE |
|---|---|---|---|

### *1.4 TOTALS*

| | |
|---|---|
| **ONE-TIME FEE TOTAL** | 0.00 |
| **ANNUAL SUBSCRIPTION FEE** | 25,000.00 |
| **TOTAL CONTRACT VALUE** | 7,193.62 |

### *1.5 SUBSCRIPTION TERM INFORMATION*

**Term**: The initial term for Subscription Products is the period of time defined by the subscription start and end dates contained in this Order Form and will automatically renew thereafter, at GuideSpark's then-current rates, for two (2) year successive terms (renewal terms) after the initial term unless either party provides written notice to the other party of an intent to terminate the Agreement prior to the Evergreen period set forth herein, in which event that termination will be effective upon the expiration of the then-current term.

Evergreen (90) days prior to the commencement of a renewal term.

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

| Additional Terms: This Order Form 003 supersedes in its entirety previous Order Forms 001 and 002. |
|---|

| *1.6 INVOICING INFORMATION* | |
|---|---|
| **Payment Terms** | Net 30 |
| **Payment Frequency** | Annually |
| **Currency** | USD |

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

**Williamson County**
405 Martin Luther King St. #1
Georgetown, TX 78626

**GUIDESPARK, INC.**
1400A Seaport Blvd. Suite 500
Redwood City, CA 94063

Signature

Bill Gravel

Print Name

County Judge

Title

Date

bgravell@wilco.org

Email

Shelley Loughrey

Primary User Contact

sloughrey@wilco.org

Primary User Email

Williamson County

Bill To Contact

sloughrey@wilco.org

Bill To Email

_Yes, will be provided after approval of Amendment & Order Form Approved

PO Number (if required)

Valerie Burman
Valerie Burman (Jul 9, 2019)

Signature

Valerie Burman

Print Name

Chief Financial Officer

Title

Jul 9, 2019

Date

vburman@guidespark.com

Email

JUH
JUH

Jul 9, 2019

**Signature:** Jenn Hastings-Legal Team
Jenn Hastings-Legal Team (Jul 9, 2019)

**Email:** legal@guidespark.com

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

# Williamson County Upgrade MBG + Platform_Order Form_Upated Dates (004)

Final Audit Report 2019-07-09

| | |
|---|---|
| Created: | 2019-07-08 |
| By: | Mark Malaya (mmalaya@guidespark.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAln5KOUjxzxUEU-Ej-uDPprpqnlkUp8OA |

## "Williamson County Upgrade MBG + Platform_Order Form_Upated Dates (004)" History

Document created by Mark Malaya (mmalaya@guidespark.com)
2019-07-08 - 5:05:37 PM GMT- IP address: 205.209.24.227

Document emailed to Jenn Hastings-Legal Team (legal@guidespark.com) for signature
2019-07-08 - 5:06:36 PM GMT

Email viewed by Jenn Hastings-Legal Team (legal@guidespark.com)
2019-07-08 - 8:28:41 PM GMT- IP address: 99.103.211.53

Document e-signed by Jenn Hastings-Legal Team (legal@guidespark.com)
Signature Date: 2019-07-09 - 4:52:17 PM GMT - Time Source: server- IP address: 99.103.211.53

Document emailed to Valerie Burman (vburman@guidespark.com) for signature
2019-07-09 - 4:52:19 PM GMT

Email viewed by Valerie Burman (vburman@guidespark.com)
2019-07-09 - 5:47:51 PM GMT- IP address: 4.16.195.42

Document e-signed by Valerie Burman (vburman@guidespark.com)
Signature Date: 2019-07-09 - 5:48:30 PM GMT - Time Source: server- IP address: 4.16.195.42

Signed document emailed to Jenn Hastings-Legal Team (legal@guidespark.com), Mark Malaya (mmalaya@guidespark.com) and Valerie Burman (vburman@guidespark.com)
2019-07-09 - 5:48:30 PM GMT

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 07/16/2019

Balcones Geotechnical WA1 Sup1 - Justice Center Server Room

**Submitted For:** Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

**Department:** Building Maintenance

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization #1 under Williamson County Contract between Balcones Geotechnical LLC and Williamson County dated January 8, 2019 for Geotechnical Engineering for Justice Center Server Room.

**Background**

This supplemental is to extend the expiration date to December 31, 2019 and increase the maximum amount payable to $15,000.00.

---

**Fiscal Impact**

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

**Attachments**

BalconesWA1.1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/09/2019 08:35 AM |
| Form Started By: Gina Wrehsnig | | Started On: 07/09/2019 07:10 AM |
| Final Approval Date: 07/09/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1**
**TO**
**WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY PROJECT:**
Justice Center Server Room

This Supplemental Work Authorization No. 1 to Work Authorization No.1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 8, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Balcones Geotechnical, LLC (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective January 10, 2019 (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 December 31, 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 increased from $10,000.00 to $15,000.00. The Fee Schedule is attached hereto as Attachment "D" (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:**

By: John A Wooley
Signature

John A. Wooley
Printed Name

Principal
Title

July 8, 2019
Date

**COUNTY:**

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment D - Fee Schedule

## Attachment C – Work Schedule

Work shall begin immediately upon receipt of agreement and authorization to proceed on assigned services.

# Attachment D – Fee Schedule

Balcones Geotechnical
6926 Balcones Drive, Suite 230 Austin, Texas 78731 Phone: 512-380-9969
TBPE Firm Registration F-16624

# FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

## 1. Field Investigation: Drilling and Pavement Testing

| | | | | |
|---|---|---|---|---|
| 1.1 | Mobilization and demobilization, per mobilization and setup | | | |
| | 1.1.1 | Drill truck, water truck, pickup, and crew | $ | 4.25/ mile |
| | 1.1.2 | All-terrain drill rig, pickup, and crew | $ | 6.00/ mile |
| | 1.1.3 | Setup and moving between boring locations | $ | 150.00/each |
| 1.2. | Specialty Drilling | | | |
| | 1.2.1 | All-terrain vehicle with drill rig (additional charge) | $ | 850.00/ day |
| | 1.2.2 | Pavement Cores through HMAC and Base | $ | 400.00/ea |
| | 1.2.3 | Pavement Cores through Concrete and Base | $ | 550.00/ea |
| 1.3. | Drilling and sampling, continuous to 10 ft and 5 ft intervals thereafter | | | |
| | 1.3.1 | Drilling and sampling 0 to 50 ft | $ | 22.00 /foot |
| | 1.3.2 | Drilling and sampling 50 to 100 ft | $ | 28.00/ foot |
| 1.4. | Thin walled tube sample | | $ | 20.00/each |
| 1.5. | Standard Penetration or TxDOT Cone Penetration Tests | | $ | 30.00/each |
| 1.6. | Rock coring, NX or similar core barrel | | | |
| | 1.6.1 | Drilling in soft rock | $ | 32.50/ foot |
| | 1.6.2 | Drilling in hard rock or vuggy rock | $ | 35.00/ foot |
| 1.7. | Wash or auger borings drilled and logged from cuttings: | | | |
| | 1.7.1 | Soil | $ | 14.00/ foot |
| | 1.7.2 | Rock | $ | 20.00/ foot |
| 1.8. | Casing of boreholes | | $ | 15.00/ foot |
| 1.9. | Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control | | $ | 200.00/hour |
| 1.10. | Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices | | $ | Cost |
| 1.11. | Materials for piezometers, grouting, etc | | $ | Cost |
| 1.12. | Surveying, Traffic Control or other outside contractors | | $ | Cost |
| 1.13. | Standby | | $ | 250.00/hour |
| 1.14. | High-pressure steam cleaner | | $ | 400.00/ day |
| 1.15 | OVA meter | | $ | On Request |
| 1.16. | 55 Gallon Steel drums for drill cuttings | | $ | 85.00/each |
| 1.17. | Plugging boreholes with bentonite chips | | $ | 9.00/foot |
| 1.18. | Downhole Borehole Photography | | | |
| | 1.18.1 | Mobilization | $ | 1,250.00/ea |
| | 1.18.2 | Downhole Camera Base Rate | $ | 3,000.00/wk |
| | 1.18.3 | Photography Operating Rate | $ | 125.00/hr |

## 2. Laboratory Tests

| | | | | |
|---|---|---|---|---|
| 2.1. | Natural water content and soil classification | | $ | 15.00/each |
| 2.2. | Plastic and liquid limits | | $ | 85.00/each |

| | | | |
|---|---|---|---|
| 2.3. | Free swell test | $ | 95.00/each |
| 2.4. | Pressure swell test | $ | 150.00/each |
| 2.5. | Uniaxial pressure-strain test | $ | 65.00/each |
| 2.6. | Sieve analysis (No. 4, 40, and 200 sieves) | $ | 85.00/each |
| 2.7. | Percent material passing a single sieve | $ | 45.00/each |
| 2.8. | Minus No. 200 sieve | $ | 45.00/each |
| 2.9. | Hydrometer analysis | $ | 200.00/each |
| 2.10. | Unit dry weight determination and natural water content | $ | 18.00/each |
| 2.11. | Unconfined compression test, soil | $ | 75.00/each |
| 2.12. | Unconfined compression test, rock | $ | 85.00/each |
| 2.13. | Unconsolidated-undrained triaxial compression test | $ | 95.00/each |
| 2.14. | Standard Proctor (ASTM D-698) compaction test | $ | 230.00/each |
| 2.15. | Modified Proctor (ASTM D-1557) compaction test | $ | 230.00/each |
| 2.16. | Texas Triaxial (TxDOT TEX-117-E) | $ | 1,800.00/each |
| 2.17. | California Bearing Ratio (CBR) | $ | 275.00/point |
| 2.18. | Consolidation test, 7-load increments | $ | 750.00/each |
| | Additional load increments | $ | 100.00/each |
| 2.19. | Permeability of silt or clay | $ | 250.00/each |
| 2.20. | Specific gravity | $ | 50.00/each |
| 2.21. | Volumetric shrinkage | $ | 75.00/each |
| 2.22. | Chemical and analytical testing by outside laboratory | $ | Cost |

**3. Engineering and Technical Personnel**

| | | | |
|---|---|---|---|
| 3.1. | Senior Consultant/ Project Principal | $ | 255.00/hour |
| 3.2. | Senior Project Manager | $ | 215.00/hour |
| 3.3. | Project Manager | $ | 185.00/hour |
| 3.4. | Senior Geotechnical Engineer | $ | 175.00/hour |
| 3.5. | Registered Geologist | $ | 165.00/hour |
| 3.6. | Laboratory Manager | $ | 95.00/hour |
| 3.7. | System Specialist | $ | 165.00/hour |
| 3.8. | Senior Engineering Technician | $ | 95.00/hour |
| 3.9. | Technician and Draftsperson | $ | 85.00/hour |
| 3.10. | Admin. Assistant | $ | 65.00/hour |

**4. Report Reproduction and Miscellaneous**

| | | | |
|---|---|---|---|
| 4.1 | Outside services, printing, reproduction, etc. | $ | Cost |
| 4.2. | Outside technical assistance | $ | Cost |
| 4.3. | Transportation | $ | Current IRS rate |
| 4.4. | Pickup Truck | $ | 75.00/day |
| 4.5. | Per Diem for out of town, overnight lodging | $ | 155.00/day |

**Rates for other tests and services quoted on request**
**January, 2018**

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 07/16/2019

Balcones Geotechnical WA1 Sup3 - North Campus Facilities

**Submitted For:** Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

**Department:** Building Maintenance

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization #3 under Williamson County Contract between Balcones Geotechnical PLLC and Williamson County dated December 3, 2015 for Geotechnical Engineering for North Campus Facilities.

**Background**

This supplemental is to extend the expiration date to December 31, 2019 only. The current Work Authorization dollar amount will remain the same.

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**Fiscal Impact**

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

**Attachments**

Balcones WA1.3

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/09/2019 08:37 AM |
| Form Started By: Gina Wrehsnig | | Started On: 07/09/2019 07:15 AM |
| Final Approval Date: 07/09/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3**
**TO**
**WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY PROJECT:**
**Geotechnical Engineering Services for Williamson County North Campus Facilities**

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 3, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Balcones Geotechnical PLLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective **January 5, 2016** (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 December 31, 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).

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: John A Wooley | By: _____ |
| Signature | Signature |
| John A. Wooley | Bill Gravell, Jr. |
| Printed Name | Printed Name |
| Principal | County Judge |
| Title | Title |
| 7-8-19 | _____ |
| Date | Date |

LIST OF ATTACHMENTS

Attachment C - Work Schedule

**Attachment C – Work Schedule**

Work shall begin immediately upon receipt of agreement and authorization to proceed on assigned services.

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 07/16/2019

Talex WA#2 Sup#1 - P411 Jail Renovation

**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 Supplemental Work Authorization #1 under Williamson County Contract between Talex, Inc and Williamson County dated February 26, 2015 for Engineering Services.

### Background

This supplemental is to extend the expiration date to May 31, 2020 and increase the maximum amount payable to $195,000.00.

## Fiscal Impact

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

## Attachments

Talex WA2.1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:46 AM |
| Form Started By: Gina Wrehsnig | | Started On: 07/11/2019 07:03 AM |
| Final Approval Date: 07/11/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1**
**TO**
**WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY PROJECT:**
**Jail Renovations**

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 26, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Talex, Inc (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective September 18, 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 May 31, 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 $150,000.00 to $195,000.00.

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: T.R. Alexander | By: |
| Signature | Signature |
| Thomas R. Alexander, P.E. | Bill Gravell, Jr. |
| Printed Name | Printed Name |
| President | County Judge |
| Title | Title |
| July 10, 2019 | |
| Date | Date |

LIST OF ATTACHMENTS

Attachment C - Work Schedule

## 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.

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 07/16/2019

Awarding RFQ 1903-303 Smith Branch Flood Control

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

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ #1903-303 Engineering Services for Smith Branch Flood Control near Juvenile Justice Center to the most qualified firm Doucet & Associates, Inc. and authorizing execution of the contract for engineering services.

**Background**

Purchasing solicited statements of qualifications for Engineering Services - Smith Branch Flood Control. 1,463 firms were invited to submit of which 20 firms viewed the documents and 2 firms responded. After an evaluation of the firms that responded it was determined that Doucet & Associates was the most qualified to perform the services requested. This contract will have a compensation cap of $650,000.00. Point of contact is Bob Daigh. Funding source P519. This project was funded for FY19.

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**Fiscal Impact**

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

**Attachments**

Award Recommendation

Contract

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 09:24 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 10:01 AM |
| Form Started By: Thomas Skiles | | Started On: 07/11/2019 08:14 AM |
| Final Approval Date: 07/11/2019 | | |

May 17, 2019

WILLIAMSON COUNTY
1848

Mr. Randy Barker
Purchasing Agent, Purchasing
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: Recommendation for RFQ 1903-303 Engineering Services for Smith Branch Flood Control near Juvenile Justice Center

Dear Randy:

Based on the attached supporting documentation the Smith Branch Flood Control Evaluation Committee recommends the selection of Doucet & Associates, Inc. Which was the top ranked firm from the evaluation process.

Two firms were evaluated on May 16, 2019 by the following Selection Committee:

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, PE
Senior Director of Infrastructure

3151 S.E. Inner Loop
Georgetown, TX 78626
512 943 3330

EVALUATION - Engineering Services Smith Branch Flood Control near Juvenile Justice Center
RFQ 1903-303
Thursday, May 16, 2019

| Mandatory Criteria | Maximum Score Points | Doucet & Associates, Inc. | Poznecki-Camarillo, Inc. |
|---|---|---|---|
| Texas Office Location | Pass/Fail | pass | pass |
| Project Manager's Experience/Qualifications providing drainage planning, design and construction phase services | 25 | 23 | 23 |
| Individuals on Project Teams's Experience/Qualificaions providing drainage planning, design and construction phase services | 25 | 23 | 22 |
| Understanding of project and prior performance on Williamson County Projects | 25 | 25 | 20 |
| Availability of Project Manager, task leads and relevant staff | 25 | 25 | 25 |
| TOTAL | 100 | 96 | 90 |

# WILLIAMSON COUNTY
# CONTRACT FOR ENGINEERING SERVICES

**FIRM:** **Doucet & Associates** **("Engineer")**
**ADDRESS:** **7401B Hwy 71 West, Suite 160, Austin, TX 78735**
**PROJECT:** **Engineering Services Smith Branch Flood Control near Juvenile Justice Center (1903-303)** **("Project")**

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

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Six Hundred Fifty Thousand Dollars ($650,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E.** Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

**D.** The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## ARTICLE 8
## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art. 6, *supra.*

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Doucet & Associates
Amy Doucet
7401B Hwy 71 West, Suite 160
Austin, TX 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 17
## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

**A.** By mutual agreement and consent, in writing, of both parties.

**B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

**C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

**D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

**E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## ARTICLE 22
## INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

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

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

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

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   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 Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## ARTICLE 26
## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 28
## SEVERABILITY

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

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

**Engineer:** Doucet & Associates
Amy Doucet
7401B Hwy 71 West, Suite 160
Austin, TX 78735

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

**P. Termination of Work Authorization.** Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

## ARTICLE 33
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 2019____

**ENGINEER**

Doucet & Associates

By _____

Printed Name: Amy Doucet

Title: Principal

Date: June 28th, 2019

SUBSCRIBED and sworn to before me the undersigned authority by Amy Doucet _____ the President of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: 8-31-2019

HELEN K. LEE
Notary Public, State of Texas
Comm. Expires 08-31-2019
Notary ID 11710204

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT CERTIFICATION

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

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Doucet & Associates
Name of Firm

Signature of Certifying Official

Amy Doucet
Printed Name of Certifying Official

President
Title of Certifying Official

July 2, 2019
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Amy Doucet _____ the President of Doucet & Associates, Inc. on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 8-31-2019

# EXHIBIT B

## ENGINEERING SERVICES

Services include but are not limited to engineering services for planning, designing, surveying, permitting, preparing construction drawings, bid documents and the construction phase for flood control on Smith Branch and tributaries near the Williamson County Juvenile Justice Center. Services also include, but are not limited to, engineering analysis of drainage detention and recommendations for development along Smith Branch and countywide subdivisions.

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. [_____]**
**PROJECT: [_____]**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated [_____ ____, 20____] and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and [_____] (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is [_____].

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on [_____ ____, 20____]. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

Please see next pages

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DOUCET
& ASSOCIATES

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

DoucetandAssociates.com

# Schedule A

## Doucet & Associates 2019 Fee Schedule (effective 04/01/2019)

| Personnel | Hourly Fee |
|---|---|
| Principal Engineer (PE) | $240.00 |
| Senior Project Manager | $220.00 |
| Project Manager | $190.00 |
| Senior Project Engineer (PE) | $175.00 |
| Project Engineer III | $160.00 |
| Project Engineer II | $150.00 |
| Project Engineer I | $140.00 |
| Engineer Associate II | $125.00 |
| Engineer Associate I | $110.00 |
| Sr. Construction Technician | $140.00 |
| Construction Manager | $105.00 |
| Program Manager | $105.00 |
| Sr. Civil Technician | $135.00 |
| Civil Technician | $120.00 |
| Assistant Civil Technician | $110.00 |
| | |
| Senior Planner (AICP) | $160.00 |
| Project Planner | $145.00 |
| Staff Planner | $110.00 |
| Planning Technician | $100.00 |
| | |
| Sr. Operations Assistant | $ 90.00 |
| Operations Assistant | $ 70.00 |
| | |
| Expert Witness | $500.00 |

| Personnel | Hourly Fee |
|---|---|
| Principal Surveyor (RPLS) | $240.00 |
| Project Manager (RPLS) | $200.00 |
| Project Coordinator | $140.00 |
| Survey Specialist | $130.00 |
| Survey Technician | $100.00 |
| GIS Specialist | $130.00 |
| GIS Technician | $100.00 |
| LiDAR Specialist | $130.00 |
| LiDAR Technician | $100.00 |
| Aerial Mapping Specialist | $130.00 |
| Aerial Mapping Technician | $100.00 |
| Utility Specialist | $130.00 |
| Utility Technician | $100.00 |
| Field Coordinator | $140.00 |
| Field Specialist | $110.00 |
| Field Technician | $ 60.00 |
| Division Administrator | $100.00 |
| LiDAR Scanner | $100.00/hr |
| Drone | $600.00/hr |
| Ground Targets | $25/ea |
| Concrete Monuments | $250/ea |
| ATV/Boat/Sonar | $100/day |
| | |
| Mileage | Current IRS rate |
| | |

Doucet, Scheibe will make necessary updates to the H&H models and submit to FEMA as a LOMR for final acceptance. It is assumed that only minor changes from the final design (i.e. CLOMR documents) and the final construction will occur. If major changes in the construction occur, then additional scope and fee may be necessary to ensure an accurate LOMR application and modeling updates are submitted. This effort will include up to two (2) rounds of minor FEMA comments associated with the LOMR application. This effort also assumes that Doucet will have the levee accredited by FEMA prior to (or in conjunction with) the LOMR application.

**Fee Schedule:**

See the attached Fee Schedule for the hourly breakdown by task.

*If additional services are required [including construction phase services], these services shall be billed at the following hourly rates:*

1. *Principal Engineer - $219/hr*
2. *Senior Engineer - $188.5/hr*
3. *Project Engineer - $147.5/hr*
4. *Engineer - $127.25/hr*
5. *EIT 2 - $112/hr*
6. *EIT 1 - $96.75/hr*
7. *Admin - $66/hr*

**Notes:**

1. **This engineering fee does not include permit fees to the city, county, TCEQ, USACE, FEMA, or other unanticipated review/permitting authorities.**

**Frank Lam Associates, Inc.**
**Floodwall at Williamson County Juvenile Justice Center**
**Williamson County**
**Attachment A**

| | | Project Manager | Senior Engineer | Project Engineer | Techni-cian | Clerical | |
|---|---|---|---|---|---|---|---|
| **No.** | **Scope of Work** | **148.00** | **123.00** | **95.00** | **71.00** | **61.00** | **Total** |
| 1 | Review of soil information and consultation with geotechnical engineer. | | 4 | | | | $ 492.00 |
| 2 | Structural engineering and drawings for the floodwall and footing at 60% submittal. | 4 | 24 | | 24 | | $ 5,248.00 |
| 3 | Address review comments. | | 2 | | 4 | | $ 530.00 |
| 4 | Structural engineering and drawings for the floodwall and footing at 90% submittal. | 2 | 16 | | 24 | | $ 3,968.00 |
| 5 | Address Review comments. | | 4 | | 4 | | $ 776.00 |
| 6 | Final engineering and construction documents for the floodwall and footing. | 2 | 16 | | 24 | | $ 3,968.00 |
| 7 | Anticipate one meeting with client and consultants during design phase. | | 4 | | | | $ 492.00 |
| 8 | Prepare cost estimate for structural items. | 2 | 8 | | | | $ 1,280.00 |
| 9 | Construction Phase services include: | | | | | | $ - |
| | One site visit | | 4 | | | | $ 492.00 |
| | Respond to RFI's | | 6 | | | | $ 738.00 |
| | Review submittals | | 4 | | | | $ 492.00 |
| 10 | General administration. | | | | | 4 | $ 244.00 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | Total | 10 | 92 | 0 | 80 | 4 | $ 18,720.00 |

**Blanton & Associates, Inc.**
ENVIRONMENTAL CONSULTING • PLANNING • PROJECT MANAGEMENT

# RATE SCHEDULE
## Effective January 1, 2019 through December 31, 2019

PERSONNEL

Blanton & Associates, Inc., provides services on an hourly professional fee basis according to the rates scheduled below:

| | |
|---|---|
| Project Principal | $225.00 |
| Project Manager | $160.00 - $180.00 |
| Senior Environmental Professional | $130.00 - $160.00 |
| Staff Scientist II | $120.00 - $130.00 |
| Staff Scientist I | $110.00 - $120.00 |
| Environmental Technician II | $ 90.00 - $110.00 |
| Environmental Technician I | $ 75.00 - $ 90.00 |
| GIS Analyst/Cartography | $ 95.00 - $110.00 |
| GIS Technician | $ 80.00 - $ 95.00 |
| Clerical/Administrative | $ 60.00 - $ 70.00 |

TRAVEL & SUBSISTENCE

All travel expenses, including lodging, are invoiced at actual cost. Cost of mileage for company-owned vehicles is computed at the current IRS rate. Rental automobiles and fuel costs for same will reflect actual costs to the firm. Company boats are billed at a rate of $500.00 per day plus fuel. Copies will be billed at the rate of $.05 per page.

PURCHASED SERVICES

All purchased services are invoiced at actual cost. These include, but are not limited to, reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, and expendable supplies.

5 LAKEWAY CENTRE COURT • AUSTIN, TEXAS 78734
PHONE 512.264.1095 • FAX 512.264.1531

**GEOTECHNICAL INVESTIGATION**
**FOR**
**WILLIAMSON COUNTY JUVENILE JUSTICE CENTER**
**DRAINAGE IMPROVEMENTS**
**WILCO WAY**
**GEORGETOWN, TEXAS**

## COST ESTIMATE

| | | |
|---|---|---|
| 1. | Engineer's site Visit – 6 Hrs. @ $165.00 ..... $ | 990.00 |
| 2. | Rig Mobilization: ..... | 650.00 |
| | Support Truck and Crew Travel Time 3 Days @ $225.00/Day ..... | 675.00 |
| 3. | Drilling, Logging, and Sampling: | |
| | **Maple Street Embankment** | |
| | 11 Borings @ 15 feet – 165 LF @ $16.00/Ft.. ..... | 2,640.00 |
| | **Levee/Floodwall Alignment** | |
| | 7 Borings at 15 feet – 105 LF @ $16.00/Ft. ..... | 1,680.00 |
| | **Excavation Area Borings** | |
| | 6 Borings at 5 feet – @ $110.00 Ea. ..... | 660.00 |
| 4. | Laboratory Testing (Atterberg Limits, Unconfined Compression Tests, Minus #200 Sieve Tests, Moisture Contents, Dry Density, Permeability Tests, Triaxial tests, etc.)..... | 4,800.00 |
| 5. | Engineering Report with Evaluation of Maple Street Dam Embankment, New Levee Flood Wall Recommendations and Suitability of On-Site Excavated Soils for Fill:..... | 2,500.00 |
| | Sub Total ..... $ | 12,595.00 |
| | Additional engineering and lab testing services for in depth stability/settlement analysis for the embankments to meet FEMA Accreditation ..... $ | 5,000.00 |
| | **Total Estimated Cost** ..... $ | 19,595.00 |

**Total estimated costs are expected to range from about $19,000 to $21,500.00 depending on the subsurface conditions, extent of laboratory testing and engineering hours required.**

CLIENT INFORMATION: (Responsible Billing Party)

This information must be filled out before the geotechnical investigation can be scheduled. The undersigned agrees to the above scope of work and following conditions and is responsible for payment.



HOLT ENGINEERING, INC. 2220 Barton Skyway – Austin, Texas – 78704 – Ph. (512) 447-8166 – Fax (512) 447-0852

**EXHIBIT E**

# Williamson County
# Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

**9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

**10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 07/16/2019

Kimley Horn WA7 Sup1 On Call Traffic Signal Design O'Connor

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

**Department:** Infrastructure

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail - Traffic Signal Designs.

**Background**

This supplemental is to extend the expiration date to May 31, 2020 and increase the maximum amount payable to $73,530.00.

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**Fiscal Impact**

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

**Attachments**

Kimley Horn WA7 Sup1 On Call Traffic Signal Design O'Connor

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/11/2019 09:46 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:57 AM |
| Form Started By: Vicky Edwards | | Started On: 07/10/2019 10:59 AM |
| Final Approval Date: 07/11/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. _1__**
**TO**
**WORK AUTHORIZATION NO. __7__**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**
**O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail – Traffic Signal Designs**

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 Engineering Services, being dated **September 3, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kimley-Horn and Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _7___ dated effective **August 21, 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 May 31, 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 **$60,000.00** to **$73,530.00**. 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

EXECUTED this ____ day of _____, 2019.

| ENGINEER: | COUNTY: |
| --- | --- |
| Kimley-Horn and Associates | Williamson County, Texas |
| By: _____ Signature | By: _____ Signature |
| Brian Boecker, P.E. Printed Name | _____ Printed Name |
| Vice President Title | _____ Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

**WORK AUTHORIZATION NO. 7**
**SUPPLEMENTAL NO. 1**

**PROJECT: O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail – Traffic Signal Designs**

**ATTACHMENT A**
**Services to be provided by the Engineer**

**Project Location:** O'Connor Dr. at Great Oaks Dr.
O'Connor Dr. at Liberty Walk
O'Connor Dr. at Morgan Hill Trail

**Project Description:** Bidding Phase Services & Coordinated Signal Timing

## SCOPE OF WORK

The Supplemental #1 will supplement work completed as part of Work Authorization #7 and will include bidding phase services for the proposed signals and developing and implementing optimized signal timing plans along O'Connor Dr. at the future traffic signals at Great Oaks Dr., Liberty Walk, and Morgan Hill Trail in Williamson County.

## SERVICES TO BE PROVIDED BY THE COUNTY

The County shall provide all information requested by K-H during the project, including but not limited to the following:

- Timely responses to requests for information or clarification; and
- Timely review of all submittals.
- Provide decisions in a timely manner.
- Process payment to the Engineer in a timely manner.

**WORK AUTHORIZATION NO. 7**
**SUPPLEMENTAL NO. 1**

**PROJECT: O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr., and O'Connor Dr. at Morgan Hill Trail – Traffic Signal Designs**

**ATTACHMENT B**
**Services to be provided by the Engineer**

**Project Location:** O'Connor Dr. at Great Oaks Dr.
O'Connor Dr. at Liberty Walk
O'Connor Dr. at Morgan Hill Trail

**Project Description:** Bidding Phase Services & Coordinated Signal Timing

**SCOPE OF WORK**

The Supplemental #1 will supplement work completed as part of Work Authorization #7 and will include bidding phase services for the proposed signals and developing and implementing optimized signal timing plans along O'Connor Dr. at the future traffic signals at Great Oaks Dr., Liberty Walk, and Morgan Hill Trail in Williamson County.

**SERVICES TO BE PROVIDED BY THE ENGINEER**

**Task 1. Bidding Phase Services**

The Engineer will assist the County with the bidding phase service and will perform the following tasks:

- Attend up to two (2) meetings – 1) Pre-Bid meeting and 2) Bid Opening meeting;
- Develop bid forms for the signal design project;
- Develop construction schedule for the project;
- Develop specifications and special specifications list for the project;
- Review contractor bids and provide Engineer's recommendation for awarding the bid.

**Task 2. Develop Optimized Signal Timing Plans**

As part of this task, the Engineer will:

- Update and verify Synchro models developed as part of Work Authorization #6 to develop coordinated signal timing plans at the following signals:
    a. O'Connor Dr. / Liberty Walk Dr.
    b. O'Connor Dr. / Great Oaks Dr.
    c. O'Connor Dr / Morgan Hill Trail
- Coordinate with the County to identify appropriate AM, Lunch, PM, and Off-Peak periods during the day.
- Develop AM, Lunch, PM, and Off-peak period timing plans consisting of appropriate cycle lengths, splits, offsets, and sequence of movements. The Engineer will utilize Off-Peak period plans for the weekend as well.
- Review the proposed timing plans with the County.

**Task 3. Signal Timing Field Implementation**

The Engineer will:

- Provide proposed time of day (TOD) signal timing plans to the Contractor (during signal turn-on) to program into the signal controllers at locations mentioned in Task 2.
- Observe signal operations at each of the three (3) intersections during AM, Lunch, PM, and Off-peak plans and make appropriate adjustments to the splits.
- Drive through the corridor during all periods and adjust offsets for each timing plan.

**Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and may be performed at current contracted hourly rates.

## ATTACHMENT C: PROJECT SCHEDULE

**Project Name:** O'Connor Dr. at Great Oaks Dr., O'Connor Dr. at Liberty Walk Dr. and O'Connor Dr. at Morgan Hill Trail – Traffic Signal Designs

**Project Description:** Bidding Phase Services & Coordinated Signal Timing Plans

**Prepared By:** Kimley-Horn and Associates, Inc.

| Task # | Task Name | Jul 2019 | Aug 2019 | Sept 2019 | Oct 2019 | Nov 2019 | Dec 2019 | Jan 2020 | Feb 2020 |
|---|---|---|---|---|---|---|---|---|---|
| 1 | **Bidding Phase Services** | | | | | | | | |
| 2 | **Develop Optimized Signal Timing Plans** | | | | | | | | |
| 3 | **Signal Timing Field Implementation** | | | | | | | | |

# Work Authorization 7 Supplemental 1 - Attachment EXHIBIT D
# Man Hours and Fee Estimate

Kimley»Horn

Bidding Phase Services & Coordinated Signal Timings At: O'Connor at Great Oaks Dr; O'Connor at Liberty Walk Dr; and O'Connor at Morgan Hill Trail

| | DESCRIPTION OF WORK TASK | PM / Sr. Engineer II $215.00 | Engineer/ Professional $145.00 | Analyst $115.00 | Total Labor Hours | Direct Labor Cost | Printing Plotting | Mileage | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| **1. BIDDING PHASE SERVICES** | | | | | | | | | |
| a | Attend up to 2 meetings | 4.0 | | | 4.0 | $860.00 | | $44.00 | $904.00 |
| b | Develop bid forms | 1.0 | 1.0 | 4.0 | 6.0 | $820.00 | | | $820.00 |
| c | Develop construction schedule | 1.0 | 1.0 | | 2.0 | $360.00 | | | $360.00 |
| d | Develop Specs & Special Specs list | | 1.0 | 3.0 | 4.0 | $490.00 | | | $490.00 |
| e | Review Contractor bids & prepare engineers recommendation of award | 2.0 | | | 2.0 | $430.00 | | | $430.00 |
| | **Subtotal** | **8.0** | **3.0** | **7.0** | **18.0** | **$2,960.00** | | **$44.00** | **$3,004.00** |
| **2. DEVELOP OPTIMIZED SIGNAL TIMING PLANS** | | | | | | | | | |
| a | Update & verify Synchro models for the corridor | | 2.0 | 4.0 | 6.0 | $750.00 | | | $750.00 |
| b | Identify TOD periods | 2.0 | | | 2.0 | $430.00 | | | $430.00 |
| c | Develop optimized timing plans for AM,Lunch,PM,Off-Peak periods | 6.0 | 10.0 | 12.0 | 28.0 | $4,120.00 | | | $4,120.00 |
| | **Subtotal** | **8.0** | **12.0** | **16.0** | 36.0 | **$5,300.00** | | | $5,300.00 |
| **3. SIGNAL TIMING FIELD IMPLEMENTATION** | | | | | | | | | |
| a | Coordinate with the Contractor in the field to program controllers | 6.0 | | | 6.0 | $1,290.00 | | | $1,290.00 |
| b | Field fine tuning of signal timings | 18.0 | | | 18.0 | $3,870.00 | | $66.00 | $3,936.00 |
| | **Subtotal** | **24.0** | | | **24.0** | **$5,160.00** | | $66.00 | **$5,226.00** |
| | | | | | | | | | |
| | **HOURS TOTALS** | **40.0** | **15.0** | **23.0** | **78.0** | | | | |
| | **FEE TOTALS** | | | | | **$13,420.00** | | **$110.00** | **$13,530.00** |

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 07/16/2019

Approving Consulting Service Agreement Landfill Consultant

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

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a Consulting Services Agreement between Williamson County and HDR Engineering, Inc. to provide consulting services related to the Williamson County Landfill with a not-to-exceed amount of $25,000, and authorizing execution of the agreement.

**Background**

This agreement is for as-needed consulting services related to the Williamson County Landfill for an initial term of two (2) years. Purchasing sought informal statements of qualifications for these services and received five (5) responses. NewGen Strategies was previously awarded a contract for these services on 7/9/19 agenda, Item #38 and HDR Engineering is being recommended as an alternate provider on an as-needed basis. Point of contact is Bob Daigh. Services will be billed as-needed at the rates of negotiated agreement with a not-to-exceed amount of $25,000 for the life of the contract. Funding source Landfill Site Development Fund. Budgeted FY19.

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**Fiscal Impact**

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

**Attachments**

CSA

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 08:56 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:05 AM |
| Form Started By: Thomas Skiles | | Started On: 07/10/2019 09:50 AM |
| Final Approval Date: 07/11/2019 | | |

# CONSULTING
# SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between HDR Engineering, Inc. (hereinafter "Consultant") and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), sets forth the terms and conditions pursuant to which Consultant will provide certain services.

**1. Consulting Services**

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the services described in the SOW by using Consultant personnel or selected independent contractors ("Contractors").

**2. Term and Termination**

2.1 This Agreement will have an initial term of two (2) years commencing as of the date of the last party's execution hereof and may be extended by mutual agreement in the event doing so is necessary to finalize and complete the Services.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 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 ten (10) 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 said ten (10) days, then and in that instance, the said ten (10) 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 Event of Breach within the above referenced ten (10) day period 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 mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

**3. Payment**

3.1 The fees for Services will be charged to County on a Hourly Rate basis. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this

Agreement; provided, however, all travel and out-of-pocket expenses must comply with the Williamson County Vendor Reimbursement Policy. County agrees to pay Consultant the fees and expenses up to the not to exceed amount set forth in the SOW.

3.2 Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

**4. Ownership and License**

To the extent applicable, Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of any deliverables, which contain Consultant IP.

**5. Confidential Information**

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request.

Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**6. Relationship between 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.

**7. Warranties**

Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry and professional standards.

**8. Change Requests**

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of such changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, or changes to key final decisions and recommendations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

**12. Dispute Resolution/Mediation**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**13. General**

13.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13.2 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.

13.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to

the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

13.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

13.5 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

13.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

13.7 County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of 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 County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

13.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement 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 Agreement.

13.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

13.10 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.

13.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be

modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

HDR ENGINEERING, INC.

By: _____

Carmen B. Abad-Fitts, PE, PMP, Vice-President
710 Hesters Crossing, Suite 150 Austin, TX
78681

Date: July 9th, 2019

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.,
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ ____, 2019

# EXHIBIT A
# STATEMENT OF WORK

The following describes the Services shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

**Scope of Work**:

Provide consulting services regarding the Williamson County landfill operations, permitting and utilization of landfill gas as requested by County.

**Time for Performance:**

The Service to be performed under this SOW shall be completed within two (2) years of the last party's execution of the Agreement.

**Compensation:**

The maximum amount payable for all Services and expenses under the Agreement, without modification, shall not exceed **$25,000.00**.

**Hourly Billing Rates Fee Schedule**
Effective Through December 31, 2019

| | |
|---|---|
| Principal | $330.00 |
| Senior Project Manager \|QC Reviewer | $235.00 to $360.00 |
| Project Manager | $195.00 to $230.00 |
| Senior Project Engineer | $177.00 to $310.00 |
| Project Engineer | $140.00 to $225.00 |
| Graduate Engineer I | $80.00 to $125.00 |
| Graduate Engineer II | $100.00 to $150.00 |
| Senior Project Architect | $180.00 to $225.00 |
| Staff Architect | $135.00 to $180.00 |
| Intern Architect | $110.00 to $135.00 |
| Hydrologist | $160.00 to $190.00 |
| Senior Environmental Scientist | $195.00 to $290.00 |
| Environmental Scientist I | $90.00 to $145.00 |
| Environmental Scientist II | $118.00 to $205.00 |
| Senior Right-Of-Way Agent | $125.00 to $200.00 |
| Right-Of-Way Agent | $70.00 to $150.00 |
| Designer | $120.00 to $195.00 |
| Senior GIS Analyst | $120.00 to $165.00 |
| GIS Analyst | $90.00 to $125.00 |
| Mileage | Current IRS Rate |
| Postage | Current US Postal Rate |
| All other fungibles | At Cost |

**Payment:**

Payment of fees and allowable expenses actually incurred shall be made in accordance with the terms of the Agreement.

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 07/16/2019

Alliance Transportation WA1 Sup2 On Call Small Drainage

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

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for On Call Professional Engineering Services for Small Drainage and Roadway Projects.

### Background

This supplemental is to increase the maximum amount payable from $50,000.00 to $100,000.00.

## Fiscal Impact

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

## Attachments

Alliance Transportation WA1 Sup2 On Call Small Drainage

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/11/2019 09:18 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:53 AM |
| Form Started By: Vicky Edwards | | Started On: 07/10/2019 08:12 AM |
| Final Approval Date: 07/11/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. _2__**
**TO**
**WORK AUTHORIZATION NO. __1__**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**
**On Call Professional Engineering Services for Small Drainage and Roadway Projects**

This Supplemental Work Authorization No. _2__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 6, 2018** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **March 20, 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 maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$100,000.00**. 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 |
| Clint Jumper, P.E., PTOE | Bill Gravell, Jr. |
| Printed Name | Printed Name |
| VP, Engineering | Williamson County Judge |
| Title | Title |
| 7/09/2019 | |
| Date | Date |

# Attachment C - Work Schedule

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

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 07/16/2019

Award RFQ 1903-301 Professional Services Engineer- CR 258 from US HWY 183 To Sunset Ridge

**Submitted For:** Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ #1903-301 Professional Services Engineer - CR 258 from US HWY 183 to Sunset Ridge, to American Structurepoint, and authorizing execution of the Engineering Services Contract.

**Background**

This is for CR 258 from US HWY 183 to Sunset Ridge. The RFP was viewed by 90 firms with 5 firms submitting their qualifications. American Structurepoint was selected by the evaluation team as the highest-ranking firm by their Statement of Qualifications and a contract was successfully negotiated. Work Authorizations will be authorized to the Engineer to perform one or more tasks for Engineering Services. The service contract terms and conditions, along with the firm's fees and rate sheet, are attached. The point of contact is Bob Daigh and Funding Source is P277; Road Bonds.

---

**Fiscal Impact**

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

**Attachments**

RFQ Packet

Amercian Structurepoint recommendation letter

Contract

American Structurepoint Statement

ScoreSheet Redacted

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 09:10 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:50 AM |
| Form Started By: Johnny Grimaldo | | Started On: 07/09/2019 02:20 PM |
| Final Approval Date: 07/11/2019 | | |

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

# WILLIAMSON COUNTY PURCHASING DEPARTMENT

## SOLICITATION 1903-301

CR 258 from US 183 to Sunset Ridge

**STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE: Apr 17, 2019 3:00:00 PM CDT**

**STATEMENTS OF QUALIFICATIONS WILL BE PUBLICLY OPENED:**
Apr 17, 2019 3:00:00 PM CDT

Notice is hereby given that sealed statements of qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Specifications for this Request for Qualifications may be obtained from www.bidsync.com

**DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:**

www.bidsync.com

**STATEMENTS OF QUALIFICATIONS MAY BE MAILED OR DELIVERED TO:**

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt. Statements of Qualifications will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Statements of Qualifications shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Statements of Qualifications during negotiations. Statements of Qualifications will be open for public inspection after the Contract Award. Respondents are invited

to attend the sealed Statement of Qualifications opening.

If mailed or delivered in person, submit Statement of Qualifications package with the RFQ number, RFQ name, Name and Address of Respondent, and the Date of the RFQ opening marked on the outside of the envelope. Each firm/team should follow the format outlined in the Qualification Section. Failure by the firm/team to submit documentation in the required format may disqualify the firm/team from further consideration. Each firm/team shall submit one (1) signed and dated original (marked original) with six (6) individually bound copies (marked copy) and one (1) electronic copy of the required documentation on a thumb drive. The response should be in separate loose leaf binders or spiral bound on one sided (8 ½ x 11 inch) sized white paper, 12 pitch font, and tab-indexed corresponding to the sections outlined in the Qualifications Section. Include only the information specified for each section. Responses should be limited to ten (10) pages, not including tab-indexed pages. The response must be sealed and clearly identified and marked

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

It is the Respondent's responsibility to review all documents in Bidsync including any addenda that may have been added after the document packet was originally released and posted. Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

All interested Respondents are invited to submit a Statement of Qualifications in accordance with the Instructions and Requirements, RFQ Format, RFQ Specifications, and Definitions, stated in this RFQ. Respondents are strongly encouraged to carefully read the entire RFQ. Williamson County will NOT be responsible for unmarked or improperly marked envelopes. Facsimile transmittals will NOT be accepted.

# Bid 1903-301
# CR 258 from US 183 to Sunset Ridge

| | |
|---|---|
| Bid Number | 1903-301 |
| Bid Title | CR 258 from US 183 to Sunset Ridge |
| Bid Start Date | In Held |
| Bid End Date | Apr 17, 2019 3:00:00 PM CDT |
| Question & Answer End Date | Apr 12, 2019 3:00:00 PM CDT |
| Bid Contact | Johnny Grimaldo<br>Purchasing Specialist III<br>512-**943**-1553<br>johnny.grimaldo@wilco.org |
| Contract Duration | **One Time Purchase** |
| Contract Renewal | Not Applicable |
| Prices Good for | **365 days** |
| Bid Comments | **Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a proposed two-lane roadway extending CR 258 from US 183 to Sunset Ridge (P277) as identified in the County's long range transportation plan.** |

**Item Response Form**

| | |
|---|---|
| Item | **1903-301--01-01 - Please attach all documents to this line** |
| Quantity | **1 each** |

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

**Qty** 1

**Description**
Please attach all documents to this line

# Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

## Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7** Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

**REQUEST FOR QUALIFICATIONS (RFQ)**

**PROJECT DESCRIPTION**

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a proposed two-lane roadway extending CR 258 from US 183 to Sunset Ridge (P277) as identified in the County's long range transportation plan. Funding source is 2013 Road Bonds.

**TECHNICAL EXPERTISE**

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

**SCOPE OF SERVICES**

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents, and prepare estimates of probable cost for the project. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance and utility coordination will not be required on this contract.

The transportation project included in this solicitation is CR 258 from US 183 to Sunset Ridge. A map is enclosed.

**EVALUATION CRITERIA**

Each Statement of Qualification (SOQ) received in response to this RFQ will be subject to the same review and assessment process. SOQs will be evaluated based on the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. Below is an estimated outline of how the respondents will be evaluated. Respondent refers to firm submitting SOQ. This is subject to modification based upon the actual proposal criteria.

**PASS/FAIL CRITERIA**

To be considered for evaluation, all interested firms must have at least one office located within Texas and be registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the state of Texas. A statement indicating this must be included in the transmittal letter.

| Evaluation Criteria | Maximum Score Points |
|---|---|
| Project Manager's Experience/Qualifications with Similar Projects | 25 |
| Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design | 15 |
| Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas | 10 |
| Individuals on Project Team's Experience/Qualifications with public involvement | 15 |
| Availability of project Manager, Task Leads and Relevant Staff | 25 |
| Understanding of Project | 20 |
| **TOTAL EVALUATION POINTS** | 110 |

NOTE: Please ensure your response fully addresses each criterion listed above within your SOQ.

**SELECTION PROCESS**

Respondents are advised that the evaluation committee members, at their option, may recommend a contract strictly based on the initial SOQs and/or may have interviews with some or all of the respondents to determine the overall most qualified firm for final recommendation. SOQs shall be evaluated and scored by a committee of Williamson County employees using the Evaluation Criteria enclosed.

If interviews are held, during the interview, invited respondents shall address the included interview evaluation criteria listed in the request for qualifications and respond to questions from the evaluation and scoring committee.

**COMPENSATION INFORMATION & FEES**

The top-ranking respondent for the project, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

**STATEMENT OF QUALIFICATIONS FORMAT**

The SOQ shall be structured as defined below:

1. Page one: One (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. To address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office, and provide proof of registration with the TBPE as an engineering firm in the state of Texas.
2. Page two: One (1) single sided page organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to

perform responsibilities represented may result in revocation of the contract. The chart should not be larger than a single 11"x17" page, and will count as one page of the proposal. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.

3. Page three: One (1) single sided page providing information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued June of 2019.
4. Page four: One (1) single sided page providing information regarding the project manager's and key staff's experience, knowledge, skills and abilities as they relate to roadway projects.
5. Page five: One (1) single sided page providing information regarding your understanding of the project.
6. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on, but the activities performed by the individual on the project. Resumes not providing correct information may be considered non-responsive.** Limit each individual resume to no more than four (4) single sided pages.
7. Appendix B: Debarment and Licensing Certificate – The document is a fillable form that will need to be printed and uploaded as an attachment.
8. Appendix C: Conflict of Interest Questionnaire – Conflict of Interest Questionnaire should be filled out for the respondent.
9. Appendix D: Proposal References Form – References should be for the Project Manager.

NOTE: If filing electronically via BidSync, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

A Cover Page and Table of Contents are not required. Minimum font size of 12 is permissible for text. Use Calibri or similar font. Font size smaller than font size of 12 is permissible on Page two.

If hard copies are submitted, submit one (1) individually bound original of the respondent's/team's response, and one PDF file of the complete SOQ on USB flash drive.

All non-electronic responses submitted must be submitted in a sealed envelope or box. The Request for Qualifications (RFQ) name, number, and recognition date should be clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to **Williamson County Purchasing Department, Attn: Johnny Grimaldo, Purchasing Specialist, 512-943-1553. Include the RFQ number and the description of the project.** All SOQs must be received in the Williamson County Purchasing Department located at 100 Wilco Way, Suite P101, Georgetown, Texas, 78626 or electronically through http://www.bidsync.com **no later than 3:00 PM on Wednesday, April 17, 2019.**

**TYPE OF CONTRACT**

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County BidSync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to

accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

**QUESTIONS CONCERNING THIS RFQ**

All questions concerning this RFQ must be input into http://www.bidsync.com. For further assistance, all communications shall be directed to Kerstin Hancock, at khancock@wilco.org. Please reference the RFQ number on the email subject line. Once the RFQ is released, no communications regarding this RFQ are permitted with any County Personnel other than those of Williamson County Purchasing Department.

Questions will be accepted until **3:00 PM on Friday, April 12, 2019** via BidSync.

**LATE SUBMISSIONS**

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, or other transmitted methods. The qualifications must be time stamp prior to the closing deadline to qualify.

**RESPONDENT'S ACCEPTANCE**

By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

**TEXAS PUBLIC INFORMATION ACT**

Williamson County considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

**COMMITMENT**

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Respondent acknowledges and understands that the Commissioners Court of Williamson County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals that has been clearly identified as such by the respondents.

**Roadway:** CR 258 Extension
**Limits:** From US 183 to Sunset Ridge
**Proposed Improvements:** Construct a new two lane roadway
**Submitted By:** Williamson County

Proposed Project
River/Stream
Precinct Boundary
Park
City

0 500 1,000 2,000 Feet

1:12,000
1 inch = 1,000 feet

N W E S

Path: \\AUSW00\Jobs\234275 WilcoGEC\Technical\GIS\MXD\EXHIBIT\2013 Road Bond Committee Maps\P2_CR258_Extension.mxd Date Saved: 4/30/2013

Williamson County, Texas

Bid 1903-301



# 2013 CANDIDATE ROAD BOND PROJECT - CR 258 EXTENSION

## WILLIAMSON COUNTY

# WILLIAMSON COUNTY
# CONTRACT FOR ENGINEERING SERVICES

**FIRM:** _____ **("Engineer")**
**ADDRESS:** _____, _____ _____
**PROJECT:** _____ **("Project")**

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

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is _____ **Dollars ($_____)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

**D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## ARTICLE 8
## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

_____
_____
_____
_____, _____ _____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County’s sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 17
## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## ARTICLE 22
## INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

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

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

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

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

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

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## ARTICLE 26
## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 28
## SEVERABILITY

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

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

| | |
|---|---|
| With copy to: | Prime Strategies, Inc.<br>1508 South Lamar Blvd.<br>Austin, Texas 78704<br>Attn: Michael Weaver |
| and to: | HNTB<br>101 East Old Settlers Boulevard, Suite 100<br>Round Rock, TX 78664<br>Attn: Richard Ridings, P.E. |
| and to: | Office of General Counsel<br>Williamson County<br>710 Main Street, Suite 102<br>Georgetown, Texas 78626 |

**Engineer:** _____
_____
_____
_____, _____ _____

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

## ARTICLE 33
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

**1.** withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
**2.** cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

**ENGINEER**

_____

By_____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT CERTIFICATION

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

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____,on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# EXHIBIT B

## ENGINEERING SERVICES

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. _____**
**PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
| --- | --- |
| [Insert Company Name HERE] | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## EXHIBIT E

# Williamson County
# Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

**2. Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

**3. Meals**

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

**5. Airfare**

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

**9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

**10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# EXHIBIT F

## CERTIFICATES OF INSURANCE

## ATTACHED BEHIND THIS PAGE

# Question and Answers for Bid #1903-301 - CR 258 from US 183 to Sunset Ridge

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

May 17, 2019

WILLIAMSON COUNTY
1848

Mr. Randy Barker
Purchasing Agent, Purchasing
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: Recommendation for RFQ 1903-301 Engineering Services for CR 258 from US 183 to Sunset Ridge

Dear Randy:

Based on the attached supporting documentation the CR 258 Extension Evaluation Committee recommends the selection of American Structurepoint. Which was the top ranked firm from the evaluation process.

Five firms were evaluated on May 16, 2019 by the following Selection Committee:

Cynthia Long, Commissioner Precinct Two
Robert B. Daigh, P.E., Senior Director of Infrastructure
J. Terron Evertson, P.E., County Engineer

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, PE
Senior Director of Infrastructure

3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

RECEIVED
JUL 02 2019
PST

# WILLIAMSON COUNTY
# CONTRACT FOR ENGINEERING SERVICES

**FIRM:** American Structurepoint, Inc. ("Engineer")
**ADDRESS:** 7260 Shadeland Station, Indianapolis, Indiana 46256
**PROJECT:** CR 258 Extension ("Project")

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

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five-hundred Thousand and 00/100 Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

**D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## ARTICLE 8
## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Ricardo Zamarripa, PE
Vice President
3711 South Mopac Expressway,
Building One, Suite 350
Austin, Texas 78746

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 17
## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

**A.** By mutual agreement and consent, in writing, of both parties.

**B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

**C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

**D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

**E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## ARTICLE 22
## INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

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

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

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

✓ ok 11/3/A

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

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

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

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## ARTICLE 26
## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 28
## SEVERABILITY

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

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

V 7/3/19

With copy to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
101 East Old Settlers Boulevard, Suite 100
Round Rock, TX 78664
Attn: Richard Ridings, P.E.

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

OK
7/3/19

**Engineer:** Willis R. Conner
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, Indiana 46256

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

## ARTICLE 33
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

OK
7/3/19

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20____

**ENGINEER**

American Structurepoint, Inc.

By: _____

Printed Name: Willis R. Conner

Title: President

Date: July 1, 2019

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT CERTIFICATION

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

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

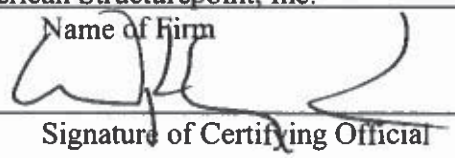
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

American Structurepoint, Inc.
Name of Firm



Signature of Certifying Official

Willis R. Conner
Printed Name of Certifying Official

President
Title of Certifying Official

July 1, 2019
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Willis R. Conner _____ the President of American Structurepoint, Inc. on behalf of said firm.

Maureen T. Walker
Notary Public in and for the
State of ~~Texas~~ Indiana

My commission expires: April 12, 2024

# EXHIBIT B

## ENGINEERING SERVICES

# EXHIBIT B

## ENGINEERING SERVICES

## CR258

Limits: From US183 to Sunset Ridge

Roadway extension from existing CR258 to US183.

- Project Management
- Sub-provider Management
- County and TxDOT Coordination
- Preliminary Engineering Services
- Environmental Documents and Clearance
- Preliminary Drainage and Culvert Study
- Traffic Study & Design
- Public Involvement Support and MAPO
- PS&E and related services
- Drainage design
- Survey and mapping
- ROW Mapping
- Quality Control , Deliverable Management

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. _____**
**PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
| --- | --- |
| [Insert Company Name HERE] | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

# Exhibit D Rates
## Williamson County CR258

| American Structurepoint, Inc. | | |
|---|---|---|
| Principal | $ | 265.00 |
| QA/QC | $ | 260.00 |
| PM | $ | 200.00 |
| Sr Proj Eng | $ | 180.00 |
| Proj Eng | $ | 140.00 |
| Sr Tech | $ | 135.00 |
| Tech | $ | 95.00 |
| EIT | $ | 110.00 |

| Concept Development & Planning, LLC | | |
|---|---|---|
| Principal | $ | 200.00 |
| Sr. Public Involvement Officer | $ | 160.00 |
| Public Involvement Officer | $ | 120.00 |
| Designer | $ | 100.00 |
| Jr. Public Involvement Officer | $ | 75.00 |

| Surveying and Mapping, LLC | | |
|---|---|---|
| Senior Project Manager | $ | 205.00 |
| RPLS Project Manager | $ | 158.00 |
| Staff Surveyor | $ | 125.00 |
| Senior Survey Technician | $ | 106.00 |
| Survey Technician | $ | 96.00 |
| 2-Person crew | $ | 150.00 |
| 3-Person crew | $ | 180.00 |
| Field Coordinator | $ | 100.00 |
| Admin/Clerical | $ | 70.00 |

| SWCA | | |
|---|---|---|
| Principal in Charge | $ | 285.00 |
| Project Manager XII | $ | 205.00 |
| Project Manager XI | $ | 187.00 |
| Project Manager X | $ | 171.00 |
| Project Manager IX | $ | 153.00 |
| Project Manager VIII | $ | 142.00 |
| Project Manager VII | $ | 131.00 |
| Project Manager VI | $ | 119.00 |
| Project Manager V | $ | 109.00 |
| Project Manager IV | $ | 99.00 |
| Project Manager III | $ | 89.00 |
| Subject Matter Expert | $ | 210.00 |
| Specialist XII | $ | 205.00 |
| Specialist XI | $ | 187.00 |
| Specialist X | $ | 171.00 |
| Specialist IX | $ | 153.00 |
| Specialist VIII | $ | 142.00 |
| Specialist VII | $ | 131.00 |
| Specialist VI | $ | 119.00 |
| Specialist V | $ | 109.00 |
| Specialist IV | $ | 99.00 |
| Specialist III | $ | 89.00 |
| Specialist II | $ | 79.00 |
| Specialist I | $ | 67.00 |
| Administrative VIII | $ | 125.00 |
| Administrative VII | $ | 113.00 |
| Administrative VI | $ | 101.00 |
| Administrative V | $ | 89.00 |
| Administrative IV | $ | 77.00 |
| Administrative III | $ | 66.00 |
| Administrative II | $ | 53.00 |
| Administrative I | $ | 42.00 |

**EXHIBIT E**

# Williamson County
# Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

**9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

**10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# EXHIBIT F

## CERTIFICATES OF INSURANCE

## ATTACHED BEHIND THIS PAGE

**American Structurepoint has one office location in the state of Texas.**
**Our office is located at 3711 South Mopac Expressway, Building One, Suite 350, Austin, Texas 78746**

April 17, 2019

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

Dear Selection Committee:

American Structurepoint is excited to share our qualifications for the extension of CR 258 with you. Our staff's experience leading similar projects, including projects for Williamson County, makes us a strong partner for the County. We've brought in local specialty firms for karst issues, environmental investigations, survey and right-of-way, and public involvement. Our public involvement team includes **Will Conley,** who brings a fresh perspective to the process from his most recent role as a Hays County commissioner.

Will joined American Structurepoint this spring, and his presence on our team brings added value to our projects. Will's contacts in Central Texas are unparalleled. He will work alongside **Concept Development and Planning (CD&P)** to create a positive image of the project amongst local residents and businesses. He will also work with our design team to maintain open lines of communication with local agencies, providing appropriate updates as the project progresses and proactively managing potential issues before they become delays.

Environmental investigation and documentation will be a critical path item for maintaining the project's schedule. **SWCA** has joined our project team to prepare environmental documents; their extensive local experience means that they will be applying best practices from previous projects to facilitate a smooth completion of your project. Based on lessons learned from previous projects in the area, we've also brought **Kemble White with Cambrian Environmental** onto our team. Dr. White holds a PhD of Geology and has extensive experience with the karst resources of Central Texas.

All project tasks will be coordinated and supervised by our project manager, **Fernando Gaytan**. Fernando is a proven leader of transportation projects. He has led similar roadway extension and greenfield projects in Williamson County and in surrounding communities. Fernando's availability is a good match for the CR 258 project; a multi-year project that required much of his time is now substantially complete, creating capacity for him to lead this design.

The project team we've assembled for CR 258 is well matched for this project scope, and I'm looking forward to working with Williamson County again.

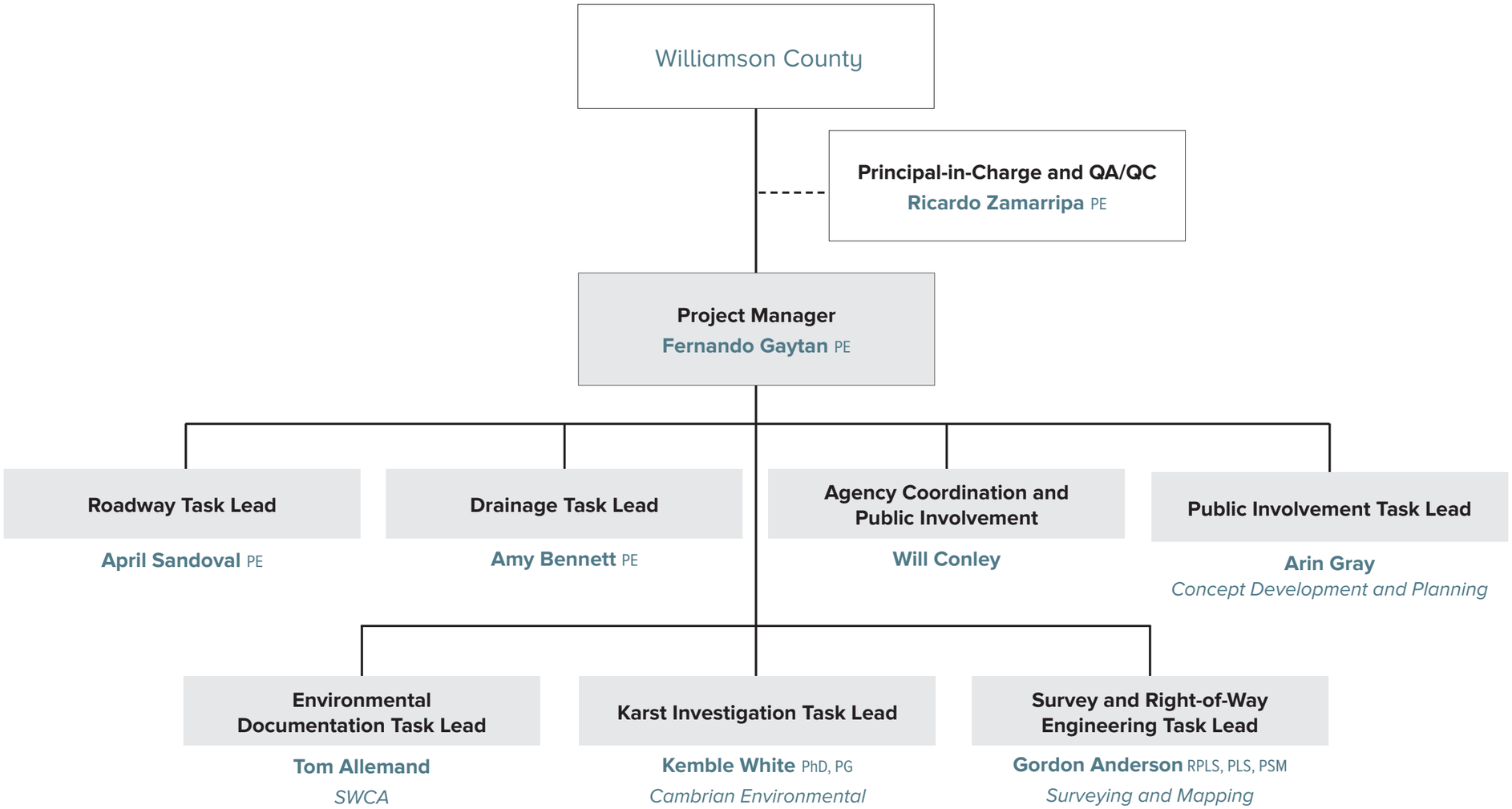
Very truly yours,
American Structurepoint, Inc.

Ricardo J. Zamarripa, PE
Vice President and RFQ Contact
Email: rzamarripa@structurepoint.com
Cell: 512.750.5805
Office: 512.494.6037
Location: 3711 South Mopac Expressway,
Building One, Suite 350, Austin, Texas 78746

TEXAS BOARD OF PROFESSIONAL ENGINEERS
Certificate of Registration
This acknowledges that
American Structurepoint, Inc.
has fulfilled the requirements of the State of Texas to offer and perform engineering services in the State of Texas. In witness whereof we have hereunto set our hands and affixed the seal of the Board, this 2nd day of February, 2018.
Original certificate was issued on 10th day of August, 2007.
Registration Number
F - 10069
BOARD CHAIR
BOARD SECRETARY

AMERICAN STRUCTUREPOINT INC.

# ORGANIZATIONAL CHART
## EXPERIENCED ROADWAY DESIGN LEADERS




**American Structurepoint**
3711 South Mopac Expressway
Building One, Suite 350
Austin, Texas 78746

**Cambrian Environmental**
4422 Pack Saddle Pass,
Suite 204
Austin, Texas 78745

**Concept Development and Planning (CD&P)**
2233 North Loop
Austin, Texas 78756

**Surveying and Mapping (SAM)**
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735

**SWCA**
4407 Monterey Oaks Boulevard
Building One, Suite 110
Austin, Texas 78749

# AVAILABILITY OF COMMITTED LEADERS

Our project manager and task leaders have availability to fully meet the needs of the CR 258 extension project. They will be backed by additional skilled professionals from our team. Our staff is available and prepared to begin this project immediately after we receive the Notice to Proceed.

**Project Manager**
Fernando Gaytan, PE 50%
*American Structurepoint*

**Principal-in-Charge and QA/QC**
Ricardo Zamarripa, PE 25%
*American Structurepoint*

**Roadway Task Lead**
April Sandoval, PE 50%
*American Structurepoint*

**Drainage Task Lead**
Amy Bennett, PE 50%
*American Structurepoint*

**Agency Coordination and Public Involvement**
Will Conley 60%
*American Structurepoint*

**Public Involvement Task Lead**
Arin Gray 10%
*Concept Development and Planning*

**Environmental Documentation Task Lead**
Tom Allemand 30%
*SWCA*

**Karst Investigation Task Lead**
Kemble White, PhD, PG 30%
*Cambrian Environmental*

**Survey and Right-of-Way Engineering Task Lead**
Gordon Anderson, RPLS, PLS, PSM 40%
*Surveying and Mapping*

**Availability numbers assume a Notice to Proceed will be issued in June 2019.**

# PROJECT TEAM EXPERIENCE, KNOWLEDGE, SKILLS, AND ABILITIES RELATED TO ROADWAY DESIGN

American Structurepoint's team members have extensive design experience, technical excellence, and a record of proven performance to complete the CR 258 roadway design.

## Project Leadership

**Project Manager Fernando Gaytan** will be your primary point of contact to lead the project. With 34 years of project management/design experience on roadway projects throughout Texas, Fernando understands local challenges and is able to deliver safe, effective, and economical solutions in an expedient and proactive manner. His similar experience includes serving as project manager on the schematic and final design phases of the new location Ronald Reagan Boulevard North Phase IV. He worked in Williamson County as the GEC for the Road Bond Program and Pass-Through Finance Program and as project manager for the I-35 William Cannon to Stassney Improvements.

Having effectively served as principal on over 20 Central Texas projects, **Principal-in-Charge Ricardo Zamarripa** will provide oversight of the project, including staffing resources, financial performance, and monitoring quality and schedule of deliverables. He will be involved to make sure all deliverables follow our 5-step QA/QC process before delivery.

## Task Leaders

**Roadway Task Leader April Sandoval** will bring Williamson County 12 years of expertise in roadway planning and design, encompassing streets and corridors, rural roadways, and major interchanges. She has experience developing conceptual alignments that improve mobility and safety, performing alternative analysis, preparing schematics, and participating in public and stakeholder meetings. As roadway lead, she has delivered roadway projects for new location arterials, including Arterial A and RM 2769.

**Drainage Task Leader Amy Bennett** has successfully served as the drainage lead designer for the planning and design of several projects on new location very similar to CR 258. She also was the lead reviewer for drainage and utilities for Williamson County as part of the GEC team. She brings extensive knowledge of the drainage requirements, standards, and procedures for Williamson County drainage design.

**Public Involvement and Agency Coordination** will be provided by **Will Conley**. As a former CAMPO chairman, Will brings experienced agency coordination and public involvement (PI) support to the County that no other team can offer. He will effectively lead the coordination between the County and affected municipalities. He will also assist the County in their PI efforts with the skills and lessons-learned successfully leading the PI for Hays County's transportation plan, bonds, and projects, such as the highly-regarded FM 150 Corridor Study.

**Public Involvement Task Lead Arin Gray (CD&P)** is currently leading public involvement efforts for multiple transportation projects in Williamson County. Her current knowledge of the County's priorities and ongoing relationships with stakeholders will allow her to begin effective communication immediately at the project's commencement.

**Survey and Right-of-Way Lead Gordon Anderson (SAM)** has over 28 years of experience managing parcel platting, design, and construction surveying operations with proven success. He has managed surveys for highways/roadways, drainage structures, creek drainage areas, railroad, and bridge structures sites.

**Environmental Documentation Task Lead Tom Allemand (SWCA)** has over 20 years of direct experience in the fields of biology, environmental science, planning, and project management. His years of expertise include up-to-date FHWA and TxDOT NEPA compliance and due diligence documentation for road and highway projects, including environmental permitting and local, state, and federal state agency coordination. He has also managed, performed, and obtained numerous environmental clearances for environmental impact statements (EISs), environmental assessments (EAs), categorical exclusions (CEs), and EIS/EA reevaluations. Tom currently serves as a NEPA Subject Matter Expert assisting with your Road Bond Program.

**Karst Investigation Task Lead Kemble White (Cambrian Environmental)** has specialized in land-use issues unique to the Central Texas growth corridor since the 1990s. His karst survey work has contributed to the establishment of thousands of acres of preserve land within the Edwards Aquifer recharge and contributing zones through land acquisitions programs, including the ESA Section 6 program. His focus is the Endangered Species Act and water quality regulations pertaining to caves, springs and the Edwards aquifer. He helps his clients find the middle ground between the needs of resource protection and human population growth. Dr. White's specialties include regulatory issues surrounding endangered karst invertebrates and Eurycea salamanders, expert witness testimony, land use planning in environmentally sensitive areas, public outreach, preserve design, habitat conservation planning, Texas Commission on Environmental Quality (TCEQ) Geological Assessments and associated reports, City of Austin Environmental Assessments, and consulting on caves encountered during construction. He has a particular depth of experience with transportation projects.

The American Structurepoint team understands that the CR 258 project for the approximately 0.5-mile extension from Sunset Ridge Drive to US 183 will complete the east-west connectivity between US 183 and Ronald Reagan Boulevard. The project allows opportunities for future development, roadway safety improvements, and drainage upgrades to match the recently reconstructed part of CR 258 to the east. Our team has identified the following c**hallenges/opportunities and solutions** for the project.

### Plan, Prepare, and Design Schematic

During the schematic phase, we will perform an alignment/constraints analysis on CR 258 to develop an optimal, cost-efficient alignment in accordance with County standards.

**Drainage:** We will obtain FEMA data (Dyeus/Dycus Branch crossing (FEMA Zone X) near the east end), drainage data, and consider future land use to determine the most cost-effective drainage design. We will perform existing/proposed hydrologic and hydraulic analysis using new Atlas 14 data, and check any adverse water surface elevation impacts. Due to the hilly terrain, we will evaluate steep slope protection/erosion control BMPs.

**Traffic and Safety:** We will perform a traffic analysis of the intersection to determine signal warrant and to recommend configurations (number of lanes, turn lane storage length, wide shoulders) to address future traffic demands.

The proposed CR 258 extension will intersect across from Long Run Road into US 183 on the west end. Trucks from nearby quarries are expected to travel along CR 258 between Ronald Reagan Boulevard and US 183. We will coordinate with TxDOT at this intersection to make sure we take into account the future plans for US 183.

At the east project end, Sunset Ridge intersects CR 258 on a sharp horizontal curve. We will evaluate sight distance for adequacy and create intersection geometry to provide a safe design. We will explore alternatives to avoid Sunset Ridge and existing CR 258 leg offsets.

**Utility Protection and Relocation:** Four utility owners were identified from field visit, GIS, and Texas 811. The two wide utility easements for overhead electric and gas (with three Enterprise Pipelines). We will evaluate alignment options to have the least impact to utilities (i.e. meet UAR horizontal and vertical clearance with overhead electric) and prepare a utility conflict matrix to assist the County with utility coordination.

**Edwards Aquifer/Water Quality:** Since the project lies in the Contribution Zone, a CZ Plan is required per TCEQ. We will plan for permanent BMPs, such as vegetated filter strips, to fit in the proposed ROW. Anticipated perched groundwater will be mitigated with a dewatering plan in the SW3P.

### Survey and Identify Needed Right-of-Way

**Obtaining Right-Of-Entry:** SAM will initiate ROE early on to perform the survey and avoid possible delays. We will use ground survey to optimize the alignment, profile, and cross-sections and to determine the ROW requirements.

**Right-of-Way Acquisition & Preservation:** SAM will do the abstracting, Title Company Reports, and extensive ROW/easement research early to keep the project on schedule. SAM will do the retracement survey to facilitate required ROW decisions for the design improvements.

ROW acquisition poses a challenge due to the approximately 6 parcels impacted by the project. We will match the newly reconstructed section of CR 258 east of Sunset Ridge (approximately 120’ ROW, two 12’ lanes, 8’ shoulders) to preserve ROW for the future arterial in the County’s LTRP. The alternatives analysis will help us to optimize the alignment to avoid inefficient parcel remainders as much as possible.

### Conduct Public Involvement

To allow consistent and effective interaction with the public, CD&P will be the “face” of the project. We will attend neighborhood or individual meetings to address safety and noise concerns. These one-on-one meetings will allow us to anticipate design issues and respond to stakeholder concerns. Innovative 3D modeling renderings will be created to help the public envision the final project and garner support.

### Prepare Environmental Documents

CR 258 will tie into the TxDOT-maintained US 183 on the west end, requiring NEPA assessment. SWCA will prepare the documentation for a TxDOT (d)-list Categorical Exclusion. Early investigations show that Karst caves, geological assessment, salamander habitats, parks, and cemeteries are not anticipated. However, a potential golden-cheeked warbler habitat may exist, requiring further investigation and County RCHP application. WOTUS presence with field delineation will be confirmed. Cultural resources investigations will be done to conform to THC/Antiquities Code of Texas.

### Prepare Estimates of Probable Cost

Our goal is to provide a reliable cost estimate so the County can appropriately budget for the project. Having worked with public clients in Central Texas, we maintain a local/statewide database of project bid tabs. The cost estimate will be prepared according to the current practices for Williamson County and will include all work items required for construction.

Appendix A

# Resumes of Project Manager and Key Staff

# Fernando Gaytan, PE Project Manager

## RELEVANT PROJECT EXPERIENCE

**Ronald Reagan Boulevard North Phase IV Planning, Environmental, and PS&E** Williamson County, Texas
**Role:** Project Manager

**Project Description:** Schematic and final design services for a new 6-mile, 4-lane divided section from SH 195 to IH 35. The design included three bridges, nine major cross culverts, and numerous driveway culverts. Coordination with Williamson County was necessary to develop an alignment that was cost-effective while minimizing environmental impact to the area. The design incorporated an interim 2-lane section. Ensured the design accommodated the proposed improvements to cross streets, including a future SH 195 realignment and overpass. The scope included environmental studies, alignment optimization, earthwork determination and balance, design for future expansion to 4 lanes, permitting, and development of a water pollution abatement plan to meet the Edward's aquifer regulations. The roadway is designed to meet Williamson County and Texas Department of Transportation design standards.

**Activities Performed:** Set the profile grade line to optimize the earthwork along the route, layout of pavement marking and signing plans along existing SH 195 for the tie in and development of left turns into Ronald Reagan, including relocation of a commercial private driveway, drainage plans, and widening. Fernando designed plan and specified roadside protection for the columns of the new SH 195 overpass over Ronald Reagan. Fernando designed several revisions to driveways during construction, and updated the WPAP and coordinated with TCEQ to obtain a revised permit for the project.

**Project Relevance:** Wilco Road Bond project; new location similar to CR 258 road extension; interim construction of future wider corridor

**Travis County Jesse Bohls Bridge Replacement, Planning, Environmental, and PS&E** Travis County, Texas
**Role:** Project Manager; Lead Designer

**Project Description:** PS&E for realignment of 0.25 miles of Jesse Bohls Road in Travis County, including replacement of a bridge over Wilbarger Creek and the design of three culvert replacements. The alternative analysis determined the footprint of the ultimate 4-lane divided arterial within the 114 feet of ROW. The planning of the route involved using context-sensitive methods during the public meetings. Fernando was instrumental in finding a drainage solution to a property owner's concern about drainage along a flat area along the edge of his property. Once the roadway alignment was determined, location of the replacement structure was finalized. Construction cost approximately $3.5 million. The project was completed in 2016.

**Activities Performed:** Led QA/QC of the HEC-RAS modeling for Wilbarger Creek and adjustments to the model's drainage area; design of three culverts crossing the new alignment of Jesse Bohls; ditch design along Jesse Bohls - which was located in a very flat terrain and required careful placement of ditch and cross culverts; revisions to the profile grade line in Geopak and macrostrain; producing general notes, specifications and estimates, including producing the bid documents to be included in the County's bid package.

### Education

» Bachelor of Science, Civil Engineering, University of Texas at Austin, 1984

### License and Certifications

» Professional Engineer, Texas, #92244

» TxDOT Precertification Sequence #14240

» TxDOT Precertification Categories: 3.1.1, 3.2.1, 3.3.1, 4.1.1, 4.2.1, 4.3.1, 7.1.1, 9.1.1, 10.1.1, 10.2.1, 11.1.1

Mr. Gaytan is a senior project director with 34 years of experience in civil engineering. He specializes in transportation planning, design, and construction. He has been involved in Texas projects in various roles, such as designer, owner's representative, quality control manager, and project manager. His areas of expertise are roadway planning and design, drainage design, and traffic control plans. He is experienced in various methods of project delivery and financing, from traditional design/bid/build and design/build projects to pass-through financing. He is a client liaison and supervisor for other professional engineers. He also reviews professional service agreements, manages quality control, and is responsible for the review of design, construction plans, cost estimates, specification, and engineering reports.

**Project Relevance:** Road project on new location; topography, farm land use, and soils similar to CR 258; phased design of interim 2-lanes of future 4-lane facility.

**Arterial A, Planning, Environmental, and PS&E** Travis County, Texas

**Role:** Project Manager

**Project Description:** Design of a proposed 4-lane divided major arterial between Parmer Lane and US 290 in northeast Travis County. The limits of the study are from FM 734 (Parmer Lane) to US 290 East. The primary objective of Arterial A was to provide much needed north-south connectivity in northeast Travis County for the increasing development being planned in the area. The project's goal was to utilize context sensitive solution (CSS) principles to develop safe transportation designs in harmony with community, aesthetic, historic, and environmental values for expedited approval of the project. The team developed alternatives analysis, context-sensitive solutions, final schematic and 60% plans, specifications, and estimates. Services included horizontal and vertical controls, hydraulic analysis, traffic control plans, signing and striping, traffic signals, environmental documentation, geotechnical reports, survey, right-of-way strip maps, utility coordination, bid phase services, and coordination with Travis County, City of Austin, Central Texas Regional Mobility Authority, Texas Department of Transportation, CapMetro, and City of Pflugerville officials.

**Activities Performed:** Project management; QA/QC of 30% and 60% Plans; coordination with City of Pflugerville personnel to relocate existing waterline

**Project Relevance:** New location; alternative analysis and schematic; public involvement

**Road Bond Program 2000 and 2006** Williamson County, Texas

**Role:** Project Manager at the GEC office

**Project Description:** 2000 Road Bond Program – Involved in program administration, design management, construction management, public information, and document control for the $350 million road bond program. 2006 Road Bond Program – Worked with Williamson County bond task force for development of project list for November 2006 $228 million bond election.

**Activities Performed:** 2000 Program – Served as general public contact regarding the Road Bond Program; attended and presented public meetings; managed construction contract execution and administration; provided utility coordination oversight, QA/QC, and management of construction services staff. Reviewed RFIs, change orders, and contractors' pay estimates. Coordinated with TxDOT and prepared work authorizations and project budgets.

2006 Program – Prioritized projects, provided estimating, and coordinated with local entities; provided oversight and supervision of consultants and presentation of weekly updates to county commissioners; attended project meetings as needed; managed the design plan review effort; provided client coordination regarding project status, schedules, and contract issues.

**Project Relevance:** Familiarity with both GEC and County coordination and standards; ROW acquisition determination and coordination; meetings with public and property owners; coordination with UPRR on several US 79 projects.

**TxDOT SH 130 TTA Segments 1-4, Interim and Ultimate Schematic Optimization, Environmental Reevaluation and PS&E** Williamson and Travis Counties, Texas

**Role:** Lead roadway engineer for Segment 4

**Project Description:** Design of Segment 4, which extends 9.43 miles from south of the Colorado River to US 183 and consists of road, rail, and utility corridor for a 4-lane controlled-access toll road with ramps, toll plazas, frontage roads, and eight diamond interchanges.

**Activities Performed:** Directed the engineering evaluation and planning services for the optimization of the interim schematic and ultimate schematic for Segment 4. Coordinated with the environmental consultant to provide information for use in the reevaluation of the environmental document. Avoided multimillion dollar utility relocations of high-pressure fuel and gas lines by revising the profile and protecting lines in place. Fernando's big picture approach to the schematic optimizations to the ROW and ditches, as well as profile changes, allowed for savings in retaining walls, earthwork, and ROW while ensuring positive drainage.

Supervised design team and had responsible charge of the roadway portion of the plans, determination of ROW needs, design speed, clear zone and ADA compliance as well as all aspects of geometry and coordination with other disciplines involved in the project. Responsible charge of Sections 1, 5, 14, and 15H. Developed alternative designs and cost estimates for value engineering and RCPs. Responded to RFIs and field change redesigns. Presented roadway testimony at the ROW condemnation special commissioner's hearing.

**Project Relevance:** Williamson County; local soils; ROW determination/optimization; new location

**I-35 at East William Cannon and Stassney** Austin, Texas

**Role:** Project Manager

**Project Description:** 2-mile-long PS&E project valued at $78 million construction along I-35 in Austin. The project consisted of overpass reconstruction of two bridges for Stassney Lane and William Cannon Boulevard over I-35. U-turn bridges at these intersections were also added and two frontage road bridges over Williamson Creek were replaced to increase the clearance over the creek for a total of eight new bridges. Project improvements also included adding auxiliary lanes and ramps along I-35. The scope also included the design of a shared use path in both the southbound and northbound direction, high mast illumination, ITS systems, signalization of the intersections, storm sewer design and Hydrologic studies for Williamson Creek, and extensive utility coordination on an expedited schedule. The traffic control was accomplished without reducing the number of existing lanes except for short periods of time. Innovative practices used for TCP included using asphalt base at intersection and for grade changes to expedite construction, using movable concrete barriers, using concrete for base in areas of narrow widening, and the use of incentives/disincentives for certain milestones.

**Activities Performed:** Project management, coordination meetings, led QC and QA, agendas and minutes, invoicing, schedule and budget tracking and adherence, resolution of issues, coordination of sub-consultant's performance and deliverables, coordination with client and GEC

**Project Relevance:** Utility relocation and protection; coordination with various stakeholders and GEC

# Ricardo Zamarripa, PE
Principal-in-Charge and QA/QC

## RELEVANT PROJECT EXPERIENCE

### City of Georgetown Northwest Boulevard Georgetown, Texas

**Role:** Principal; Project Manager
**Project Description:** Alignment study, schematic, and PS&E design for the extension of NW Boulevard over IH 35 and upgrading the existing 2-lane roadway to a 4-lane roadway. The project includes the work from Austin Avenue to Washam Drive. Project required significant coordination for new location bridge over IH 35.
**Activities Performed:** Led production team; alternative analysis; and TxDOT coordination
**Project Relevance:** Roadway extension; ROW determination; schematic; located in Williamson County; TxDOT coordination

### Hays County FM 1626 Segment A Hays County, Texas

**Role:** Principal-in-Charge; Project Manager
**Project Description:** Schematic and PS&E design of 3.2-mile widening and reconstruction on existing alignment for Hays County under Pass-Through Finance Agreement with TxDOT. The limits for this project were between FM 2770 and RM 967 in Hays County, Texas. This project required following LGPP guidelines and coordination with Hays County GEC, the County, TxDOT, and adjacent projects. Project included both urban and rural proposed segments, utility coordination, TCEQ coordination for Edwards Aquifer recharge and transition zone, ROW acquisition, MAPO meetings, drainage, bridge structures, and retaining walls.
**Activities Performed:** Managed production team; attended ROW acquisition meetings with landowners; prepared general sheets; performed quality control of drawings/calculations; led TxDOT coordination
**Project Relevance:** Schematic; county project; ROW determination and acquisition; TxDOT coordination

### Travis County FM 1626 Improvements Travis County, Texas

**Role:** Principal-in-Charge; QA/QC Manager
**Project Description:** Environmental documents, schematic, and PS&E design for the reconstruction and widening of FM 1626 from 1,100 feet west of Brodie Lane to FM 2304. The project was funded through a pass-through finance agreement between Travis County and TxDOT.
**Activities Performed:** Coordinated w/ Public Works Director; participated in public involvement; performed quality control on schematic; and managed quality assurance process.
**Project Relevance:** Environmental documents; ROW determination and acquisition; schematic; county project; TxDOT coordination

### US 271 Relief Route Pass Through Toll Project, Pate Transportation Partners/TxDOT Atlanta District Titus County, Texas

**Role:** Roadway Task Leader
**Project Description:** PS&E development of a 6.1-mile new location controlled access facility. Prepared plans for the mainlanes, frontage roads, ramps, cross streets, grading, and roadway details. Substantial coordination effort with Union Pacific RR, geotechnical engineers, and environmental study was required for the project to comply with FHWA Criteria and Regulations. Prepared the PS&E from 30% design to 90% plans in just over three months. This project required multi-agency coordination with Titus County, TxDOT, UPRR, and FHWA.

### Education
» MBA, Business Management, St. Edwards University, 2005

### License and Certifications
» Professional Engineer, Texas, #92818
» TxDOT Precertification Sequence #13021
» TxDOT Precertification Categories: 1.2.1, 1.3.1, 1.4.1, 1.6.1, 3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.5.1, 3.6.1, 4.1.1, 4.2.1, 4.3.1, 4.4.1, 8.1.1, 8.2.1, 10.1.1, 10.2.1, 11.1.1

### Training
» Local Government Project Procedures
» Qualification for the TxDOT-Texas Engineering Extension Service

Mr. Zamarripa has 19 years of experience in transportation engineering and project management including schematic design, roadway design, traffic control, illumination, hydrology and hydraulics, and construction phase services. He is experienced in the design of rural and urban roadways, and tollway facilities.

**Activities Performed:** Roadway geometry for five new location grade separations; one new location RR grade separation; frontage roads and ramps; retaining wall design; grading; roadway details
**Project Relevance:** New location facility

### 290 E from US 183 to SH 130, CTRMA Austin, Texas

**Role:** Assistant Project Manager and Roadway Task Leader
**Project Description:** Design plan development converting 3.2 miles of roadway from a 4-lane divided facility to a 6-lane limited access tollway facility with frontage roads and ramps. Project includes five interchanges and three FEMA crossings. Responsibilities included project management, schematic optimization and development of construction plans involving roadway geometrics, retaining walls, pedestrian ramps, sidewalk and shared use path design. Coordinated signal design with City of Austin and TxDOT. Coordinated utility relocation and design including a dedicated utility corridor within the TxDOT ROW. During schematic optimization phase, reduced construction cost by $2.5 million dollars. The project was successfully completed under budget and within accelerated schedule through extensive coordination and project oversight.
**Activities Performed:** Led production team and subconsultants; schematic optimization; designed roadway geometrics to grade separate three intersections; grading; shared-use path; retaining walls; and ADA compliance
**Project Relevance:** Schematic optimization; TxDOT Coordination

### Cypress Creek Boulevard Realignment Round Rock, Texas

**Role:** Principal and Project Manager
**Project Description:** PS&E phase of $1.65 M, .25-mile realignment project to eliminate offset intersection at Eagles Nest and Sunrise Road. The proposed roadway is new location median divided 4-lane section with 100 feet of ROW. The project included demolition of existing road, new roadway design, drainage analysis/ design, Edwards Aquifer Contributing Zone Plan and traffic signal design. It required extensive coordination with developer of adjacent tracts.
**Activities Performed:** Principal; PM, developer coordination; illumination design; general sheets including typical sections
**Project Relevance:** New location; City of Round Rock in Williamson County

### Travis County Gilbert Road Extension Travis County, Texas

**Role:** Roadway Task leader and QA/QC
**Project Description:** Plans for 1-mile stretch of Gilbert Road to extend existing Gilbert Road from FM 969 to the Austin's Colony subdivision. The project is a new location roadway that included a route study, schematic, PS&E, and construction phase services. The design includes a roadway comprising two 12-foot lanes, 4-foot shoulders, curb and gutter, and 5-foot ADA-compliant sidewalks, as well as four water quality ponds, a signal warrant, and signal design. The project has a large public involvement component as the Austin's Colony has been experiencing heavy traffic congestion.
**Activities Performed:** Roadway & ADA design; QA/QC remaining disciplines of project
**Project Relevance:** New location extension

# **April Sandoval, PE** Roadway Lead

## RELEVANT PROJECT EXPERIENCE

### City of Georgetown Southwest Bypass and Wolf Ranch Parkway Extension PS&E Georgetown, Texas

**Role:** Project Engineer
**Project Description:** The Southwest Bypass and Wolf Ranch Parkway Extension project will feature the construction of 2.27 miles of entirely new right-of-way for the City of Georgetown. The brand new 2-lane roadway will connect SH 29 with Leander Road. The scope of work will include two bridge structures, drainage structures, and ADA-compliant sidewalks and shared-use path.
**Activities Performed:** Developed the plans, specifications, and estimates for the new location interim 2-lane configuration of the ultimate 6-lane divided highway from RM 2243/Leander Road to SH 29 west of IH-35. Led geometric design and corridor model development.
**Project Relevance:** Located within Williamson County; new location extension: ROW determination

### Williamson County Southwest Bypass Schematic
Georgetown, Texas

**Role:** Project Engineer
**Project Description:** Schematic for new roadway location from IH-35 to RM 2243/Leander Road.
**Activities Performed:** Assessed horizontal geometry and superelevation transitions of the mainlanes and direct connectors in the ultimate IH-35/SWB interchange design; developed horizontal and vertical alignment for the ultimate one-way frontage road/interim two-way connection to IH-35; developed driveway permit exhibits.
**Project Relevance:** Located within Williamson County; new location extension; driveways

### CTRMA 183 North Mobility Environmental Schematic
Williamson and Travis Counties, Texas

**Role:** Lead Roadway Engineer
**Project Description:** Schematic for the addition of express lanes along US 183 between SH 45 North and MoPac.
**Activities Performed:** Led the roadway design for the 3.5-mile segment (SH 45 to McNeil Drive/Spicewood Springs Road) within Williamson County. Developed of the schematic design in this segment in compliance with 4R freeway design criteria and assisted with developing lane width and shoulder width design exceptions. Created preliminary roadway and bridge widening typical sections, designed the horizontal and vertical geometry for the proposed direct connectors and ramps, and designed cross-sections for the proposed widening along US 183 mainlanes. She developed geometric design concepts for the SH 45/RM 620 direct connectors to help assist in traffic simulation models for tolling consideration and construction cost analysis. Other considerations for these direct connectors included design speed, horizontal/vertical design controls, superelevation, sight distance, weaving distance and ramp spacing, and deceleration lane. She prepared the preliminary cost estimate.
**Project Relevance:** Located within Williamson County; schematic optimization; intersection improvements

### Education
» Bachelor of Science, Civil Engineering, University of Texas at Austin, 2007

### License and Certifications
» Professional Engineer, Texas, #110256
» TxDOT Precertification Sequence #20113
» TxDOT Precertification Categories: 3.1.1, 3.2.1, 3.3.1, 4.2.1, 4.3.1, 8.1.1

### Training
» Local Government Project Procedures Qualification #51618, TxLTAP

Ms. Sandoval is a transportation engineer with 12 years of experience on several urban and rural roadway/highway projects. As a roadway task lead, she specializes in roadway design using MicroStation and Geopak Road software, storm sewer design using Geopak Drainage software, signage and pavement marking design, erosion control design, traffic control design, cross-section design, utility coordination, and schematic and plan, specification, and estimate (PS&E) production. She also has experience in project management and public involvement.

**Travis County, Arterial "A" Alternatives Analysis, Context-Sensitive Solution, Schematic, and PS&E**
Travis County, Texas

**Role:** Lead Roadway Engineer
**Project Description:** Alternatives Analysis, Context-Sensitive Solution, Schematic, and PS&E for a new 3.5-mile, 4-lane divided major arterial from FM 734 (Parmer Lane) to US 290 East
**Activities Performed:** Oversaw complete production and review of roadway typical and geometrics, bridge typical and layouts, bridge hydraulic analyses, floodplain data evaluation, environmental documentation, right-of-way mapping and survey, utility coordination, and public involvement. Designed and analyzed six conceptual alternatives, developed schematics for the preferred alternative, developed roadway, retaining wall, and storm sewer plans, developed cross-sections.
**Project Relevance:** New location; 4-lane median-divided arterial; alternative analysis and schematic; public involvement

**TxDOT MoPac Improvement Project** Austin, Texas

**Role:** Project Engineer
**Project Description:** Environmental assessment (EA) and final schematic for added mainlane capacity on 12 miles of Loop 1 (MoPac), between FM 734 (Parmer Lane) and Lady Bird Lake, an urban freeway through Austin. The goal was to provide safer, more reliable operation of the mainlanes within the restrictive ROW footprints. The project consisted of extensive public involvement with neighborhood groups and the public.
**Activities Performed:** Designed horizontal and vertical alignments and superelevations for a collector-distributor ramp, direct connectors at US 183, and cross-streets along the project. Developed plan and profile exhibits for design exceptions, prepared cost estimates for pavement and structure replacement, and designed cross-sections from custom criteria. Participated in public involvement meetings, ranging from aesthetic advisory meetings, noise workshops, and neighborhood meetings.
**Project Relevance:** Schematic; public involvement; cross-section design

**TxDOT Austin District RM 2769 (Anderson Mill Road)** Austin, Texas

**Role:** Lead Roadway Engineer
**Project Description:** PS&E development for the reconstruction and widening of a 1-mile section of RM 2769 from a 2-lane roadway to a 4-lane, median-divided urban arterial. The project included minimal ROW and drainage easement acquisition with large amounts of drainage runoff. Services included schematic, public meeting, public hearing, and final PS&E for the design including storm sewer system; culvert analyses and design; traffic signals; signing and striping plans, traffic control plans, utility layouts, and mapping; and ADA-compliant sidewalks.
**Activities Performed:** Designed ADA-compliant sidewalks; designed horizontal/vertical alignments for roadway and sidewalks; developed intersection grading; designed residential and commercial driveways along the length of the project.
**Project Relevance:** New 4-lane median-divided arterial; signing and striping; driveways; traffic control design
Project Relevance: Signing and striping; intersection improvements

**Central Texas Highway Constructors SH 130 Segment 5 and 6** Austin, Texas

**Role:** Project Engineer
**Project Description:** PS&E for the 26-mile extension of SH 130 from Mustang Ridge (SH45 SE interchange) to the San Marcos River. The project includes 14 grade-separated interchanges with turnaround and two multilevel interchanges at SH 45 and US 183. The scope of includes geometrics for mainlanes, frontage roads, ramps, and cross-streets; FEMA studies; storm sewer and culvert design; bridge optimization, bridge layouts and details; retaining wall layouts, signing and striping plans, SW3P; traffic signal design; traffic control plans; illumination plans, utility layouts, and mass haul diagrams for earthwork optimization.
**Activities Performed:** Performed quality control checks and independent calculation checks on several bridges using the TxDOT Bridge Geometry System.
**Project Relevance:** Located in Central Texas; rural conditions; new location

**Texas Department of Transportation - Laredo District, SL 20 Overpass** Laredo, Texas

**Role:** Roadway design lead
**Project Description:** PS&E for the improvements of SL20 between the bridge overpasses at Kansas City Southern Railroad and US59. The 2-mile project improvements consist of construction of an overpass at Spur 400 (Clark Blvd) to carry the SL20 mainlanes over Spur 400. Evaluated roadway geometrics; designed horizontal/vertical alignments for mainlanes, frontage roads, ramps, cross streets, and turnarounds; designed superelevation transitions; designed retaining wall plan; created roadway typical sections; prepared cost estimates.
**Activities Performed:** Oversaw temporary traffic control design
**Project Relevance:** Roadway improvements; signing and striping

**TxDOT Austin District, Loop 82 UPRR Overpass Project** San Marcos, Texas

**Role:** Project Engineer
**Project Description:** Loop 82/Aquarena Springs Drive is a highly traveled and congested arterial with traffic volumes exceeding 30,000 vehicles per day, along with pedestrian foot traffic that is delayed by over 20 trains per day utilizing the Union Pacific Railroad (UPRR). The Loop 82 UPRR Overpass project was a necessary project for the City of San Marcos and TxDOT to improve safety, improve access for emergency responders and citizens, grade separate vehicular traffic from rail traffic, address mobility issues, alleviate traffic congestion, bicycle and pedestrian access, and to install improved water quality measures. The project study includes archeological resources, historic structures, and endangered species, water quality, noise and air quality, pedestrians, traffic and economics.
Development of the schematic and environmental document and plans and plans, specifications, and estimates (PS&E) for the railroad grade separation project, in coordination with the City of San Marcos and TxDOT. The project included the reconstruction of the 5-lane roadway with an at-grade crossing of the Union Pacific Railroad (UPRR) as railroad grade-separation. Local access/frontage roads and an at-grade crossing were added to maintain connectivity for the nearby intersection with Post Road and access to adjacent properties, including the Texas State Stadium.
**Activities Performed:** Developed roadway and TCP design, retaining walls, signing and pavement, and engineer's estimate
**Project Relevance:** Work in growing community; stakeholder coordination

# **Amy Bennett, PE** Drainage Task Lead

## RELEVANT PROJECT EXPERIENCE

### Road Bond and Pass Through Program GEC
Williamson County, Texas

**Role:** Lead QA/QC Reviewer for drainage and water quality plans for multiple projects throughout Williamson County
**Project Description:** This program managed multiple roadway improvement projects throughout the county, including added capacity and new construction projects.
**Activities Performed:** On the GEC team, Amy reviewed Water Pollution Abatement Plan (WPAP) plans, Contributing Zone Plans, to ensure compliance with TCEQ requirements (RG-338). She also was drainage discipline lead reviewer for roadway projects plans and ensured compliance with Williamson County Drainage Design Criteria.
**Project Relevance:** Williamson County; Contributing Zone Plan, TCEQ Coordination

### CR 132/IH 35 Interchange Design Services Buda, Texas

**Role:** Staff Engineer II
**Project Description:** Engineering services for this project included schematic roadway and bridge design and detailed PS&E for the construction of a new overpass, grade separation, and other improvements to the CR 132 interchange at IH 35. The interchange included 2,000 lft of urban arterial, 6,000 lft of frontage road, a 22,000 sft bridge, 40,000 sft of retaining walls, and four ramps. The design also incorporated SUE, stormwater drainage, striping, signalization and traffic planning/analysis, limited surveying, and geotechnical and environmental services.
**Activities Performed:** Amy's responsibilities included utility coordination, SUE, and performing hydrologic and hydraulic analyses. She designed a bridge class culverts, to meet utility accommodation rules (UAR) that crossed an existing 4" gas line, to remain in place. She coordinated with the SUE team to collect test holes to confirm the depth and verify no conflict with the proposed culvert. Due to the proximity of the gas pipeline, she added notes to the contractor to hand excavate at the location of the pipeline and the culvert to be cast-in-place only. Coordinated with a developer designing water and wastewater within the project vicinity to ensure no conflicts with proposed storm sewer.
**Project Relevance:** SUE Level A test hole coordination to avoid 4" gas line to remain in place; utility coordination with adjacent project

### TxDOT Austin District I-35 Slaughter Creek Overpass Austin, Texas

**Role:** Lead Utility Coordinator
**Project Description:** This project included the replacement of an existing 2-lane over bridge over IH 35 with a 3-lane bridge and adding a new SB-NB turnaround bridge.
**Activities Performed:** Coordinated directly with various discipline lead engineers to avoid existing utilities conflicts where possible; coordinated with SUE engineers to determine proposed test hole locations; prepared three utility agreements for execution by the utility owner and the State
**Project Relevance:** Coordination with four utility owners

### Education
- Bachelor of Science, Civil Engineering, Florida Institue of Technology, 2007

### License and Certifications
- Professional Engineer, Texas, #123129
- TxDOT Precertification Sequence #25868
- TxDOT Precertification Categories: 2.5.1, 10.1.1, 10.2.1, 10.3.1

Ms. Bennett is a civil engineer with 11 years of experience in roadway, drainage, utility, and bridge engineering design for urban and rural highways. Her expertise includes utility coordination, transportation drainage analysis and design, storm sewer design, culvert analysis, water quality, signing and striping, erosion control measures, traffic control, quantities calculations, hydrologic and hydraulic analysis and reporting, and utility construction management.

**Evans Road, Alamo Regional Mobility Authority** Bexar County, Texas

**Role:** Project Engineer
**Project Description:** Schematic design for approximately 1.5 miles widening of Evans Road from existing 2-lane configuration to 4 lanes and dual turn lanes. Design included horizontal/vertical roadway geometry, grading, three culvert crossings, cross-sections, utilities, SUE, and WPAP.
**Activities Performed:** calculated impervious area for existing and proposed conditions and used TCEQ TSS calculation spreadsheet to determine required load removal; evaluated preliminary locations for proposed vegetative filter strips along the project corridor
**Project Relevance:** TCEQ Coordination; project within Edwards Aquifer Recharge zone

**Texas Department of Transportation Loop 1604 at SH 151** San Antonio, Texas

**Role:** Drainage Engineer
**Project Description:** PS&E for construction of Loop 1604 at SH 151 interchange, including 5,440 feet of roadway and bridge length of 188 feet.
**Activities Performed:** Drainage analysis and calculations; storm drain, erosion control, and signing and striping plans; overhead sign bridge calculations
**Project Relevance:** Drainage design

**Qualia Relief Route** Del Rio, Texas

**Role:** Drainage Engineer
**Project Description:** Engineering design services for schematic design, PS&E, environmental regulatory coordination, and contract administration for design and construction of extension of the Qualia Relief Route from Spur 239/Alderete Lane to existing Qualia Drive. The project consists of 1,800 lft of roadway extension and includes proposed ROW development and acquisition, geotechnical services, concrete pavement, WW/W/gas line, drainage design, SUE and utility services, signing, striping, and construction phase services. This project required extensive coordination with the Government Security Administration and TxDOT to tie proposed roadway extension to existing facilities on GSA property.
**Activities Performed:** Hydrologic and hydraulic analysis and prepared drainage report; bridge class culvert hydraulic data sheets; existing and proposed channel analysis; erosion control plans
**Project Relevance:** Project extension on new location; Two existing channel crossings

**Ejido Avenue Extension** Laredo, Texas

**Role:** Drainage Engineer
**Project Description:** Engineering services for the preliminary layout, environmental regulatory coordination, PS&E, and contract administration for the construction of Ejido Avenue from the existing intersection of Cielito Lindo Boulevard at Ejido Avenue north to the intersection of San Nicolas Drive, in the City of Laredo, Webb County, Texas. This project consists of approximately 3,500 lft of roadway extension, and includes the identification of ROW footprint, pavement design, utility design and coordination, drainage design, roadway geometric design, traffic signalization at the intersection with Cielito Lindo Boulevard, signing, striping, and construction phase services.
**Activities Performed:** Drainage design; prepared discipline quantities for estimate; prepared drainage plan sheets
**Project Relevance:** Project extension on new location

**TxDOT Austin District Mobility 35 GEC Program** Austin, Texas

**Role:** Program Utility Coordinator
**Project Description:** As the Mobility 35 program utility coordinator, Amy managed and facilitated the utility coordination for over 20 active (schematic and PS&E) projects for the 65-mile Mobility 35 GEC Program (Williamson, Travis, and Hays County).
**Activities Performed:** Coordinated with TxDOT, project managers, and project utility coordinators on the status of utility conflict analysis, design, and agreements; planned and facilitated multiple Mobility 35 program utility coordination meetings; developed scoping language for utility coordination and utility engineering; served as technical utility reviewer for all Mobility 35 projects; worked with project utility coordinators to avoided utility relocation by preparing design exception for underground telecom to be under frontage road pavement; SUE test holes on 18” crude transmission pipeline within easement to verify no conflict with proposed drainage
**Project Relevance:** Program utility coordinator for four projects in Williamson County; coordinated with project utility coordinators; large utility facilities; coordination with multiple utility owners

**TxDOT Horseshoe Project IH 35 E and IH 30 Improvement** Dallas, Texas

**Role:** Lead Utility Coordinator; Lead Utility QA/QC Reviewer
**Project Description:** The Horseshoe Project was a $798 million design-build 8-mile roadway construction project to improve traffic flow through downtown Dallas and the Mixmaster.
**Activities Performed:** Coordinated with lead discipline engineers, utility owners, and utility designers to develop utility adjustment plans for relocating facilities. Reviewed utility plans to ensure UAR compliance; prepared 30 project utility adjustment agreements (PUAA); ensured that utility designs accommodated the adjacent Riverfront Boulevard county project. Performed test holes (one 22-feet-deep) to determine location of utility at three bridge bents to allow bridge engineer to design bridge straddle bents to avoid an existing 90" wastewater line and relocated 3'x3' concrete encased electric transmission ductbank connecting to a substation. Responsible for ensuring utility design accommodated the adjacent Riverfront Boulevard county project utility and roadway improvements and attended more utility design coordination meetings with both projects under design concurrently.
**Project Relevance:** Large utility facilities; overhead electric transmission crossing, coordination with multiple utility owners; ROW acquisition

**SL 335/IH 27, TxDOT Amarillo District** Randall County, Texas

**Role:** Project Engineer
**Project Description:** This project included the plans, specifications, and estimates of 1.57 miles of non-freeway to freeway improvements on SL 335, including a 4-lane freeway with frontage road and grade separation at two intersections.
**Activities Performed:** Responsibilities included designing an open and closed system drainage including curb and gutter, retaining wall drainage system, and open ditch channels; designing storm sewer using Bentley Inroads Storm and Sanitary software; and preparing drainage computations sheets (inlet, pipe, and runoff calculations).
**Project Relevance:** Open ditch design

**TxDOT Houston District Grand Parkway (SH 99) Segment F1, F2, AND G Utility Impact Study** Texas

**Role:** Project Engineer
**Project Description:** This project included 39 miles of SH 99 on new alignment and over 40 utility companies.
**Activities Performed:** Developed a utility conflict matrix; evaluated potential utility relocations; prepared cost estimates; contacted utility owners to find out information about the existing facilities within the project area; prepared utility plan layout sheets.
**Project Relevance:** New alignment; ROW acquisition; utility accommodation

**TxDOT Houston District Grand Parkway (SH 99) Segment G Subsurface Utility Engineering** Texas

**Role:** Project Engineer
**Project Description:** This project included the designation of utilities along the proposed 13 miles of a new tollway alignment, as well as the completion of 165 test holes. It also included coordinating locating and excavation activities with 37 separate utility companies. It presented several challenges, including right-of-way access, survey control as well as centerline stationing and alignment being developed concurrently with SUE project.
**Activities Performed:** Developed a utility conflict matrix, evaluating potential utility relocations, preparing cost estimates, contacting utility owners to find out information about the existing facilities within the project area, and preparing utility plan layout sheets.
**Project Relevance:** New alignment; grade-separated intersections; ROW acquisition and utility accommodation

**FM 511** TxDOT Pharr District, Texas

**Role:** Drainage Engineer
**Project Description:** Multimodal project connected US 77/83 to the Brownsville Navigation District (Port of Brownsville). Construction plans for 10.4 miles of new freeway, partially on new location (four miles), near Brownsville in South Texas. Roadway included 3.4 miles of 5-lane curb/gutter conversion and seven miles of 2-lane to divided 4-lane highway conversion. Roadway elements included geometric design, roadside design, hydrology and hydraulics, signing, striping, lighting, signalization, and traffic control. Phase I construction cost was $51MM.
**Activities Performed:** CADD for signing and striping and storm drain sheets; verified storm drain quantities
**Project Relevance:** New location roadway

# **Will Conley** Agency Coordination and Public Involvement Support

## RELEVANT PROJECT EXPERIENCE

### Capital Area Metropolitan Planning Organization (CAMPO) Board Central Texas

**Role:** Chairman; Board Member

**Project Description:** Partnerships were forged with government and transportation-related organizations in the state of Texas. Relationships between the Central Texas region, the local TxDOT district, TxDOT administration, and state leadership were strengthened. CAMPO worked with the Central Texas Mobility Authority (CTRMA) on multiple, strategic projects – including the North Mopac managed lanes project that added one variably priced toll express lane in both directions. Relationships were formed with other planning organizations, including the Alamo Area Metropolitan Planning Organization (AAMPO). CAMPO worked with the state's transportation leadership to enhance mobility in the region.

Four projects were completed during Will's tenure on the board, and three additional projects commenced.

- CAMPO's first regional bicycle/pedestrian plan was created
- A new and more inclusive public involvement plan was adopted
- The first regional incident management plan was established
- Kicked off the Capital-Alamo study on transportation options between Austin and San Antonio
- Began the Mokan study to reach a consensus on potential options for this vital corridor
- Started regional corridor studies
- Completed the CAMPO 2040 plan that includes all regionally significant road and transit projects in the Central Texas counties of Bastrop, Burnet, Caldwell, Hays, Williamson, and Travis that are expected to be implemented by 2040.

**Activities Performed:** Board member for nine years, served as chairman for six of those years

**Project Relevance:** MPO built lasting relationships with all counties, cities, and transit authorities within Central Texas region.

### Education

- Bachelor of Arts, Political Science, Texas State University, 2000

### Public Involvement

Mr. Conley is an accomplished executive with over 15 years of public service in transportation, planning, water resources, school safety, budgeting, and public safety. He also has nearly two decades of experience as a small-business owner, providing him perspective on the impacts that transportation system designs have on economic opportunity.

Will has led public involvement for one of the fastest growing regions of the state. With CAMPO, he led the PI for their first bike and pedestrian plan and PI for various plans, projects, and initiatives. With Hays County, he created the highly regarded PI process for the FM 150 corridor study, led the PI for the transportation plan and various transportation bonds. He has also been involved with PI on every type of transportation project from greenfield construction to interstate improvement projects.

# Kemble White, PhD, PG
Karst Investigation Task Lead

## RELEVANT PROJECT EXPERIENCE

**Williamson County Regional Habitat Conservation Plan/ Environmental Impact Statement (RHCP/EIS); Williamson County Conservation Foundation** Williamson County, Texas

**Role:** Co-author

**Project Description:** RHCP/EIS in support of an ESA 10(a) permit for incidental take of two endangered songbirds, and two endangered karst invertebrates, the Bone Cave harvestman and Coffin Cave mold beetle. Following approval in 2008, the RHCP has evolved into one of the most successful RHCPs in the country. It has served as the primary mitigation vehicle for many Williamson County Road Bond projects including improvements to IH-35, SH 195, Ronald Reagan Blvd., R.M. 620, O'Connor Road, and many others.

**Activities Performed:** Implementation services on RHCP preserves including biological monitoring of dozens of caves and several springs on RHCP preserve land

**Project Relevance:** Williamson County project; karst resources

**Cambria Cavern Environmental Services**
Williamson County, Texas

**Role:** Karst Lead

**Project Description:** Comprehensive karst services to the Williamson County Engineer following the collapse of a major sinkhole in the Round Rock area. The high-profile project was completed successfully despite intense media attention in a high litigation-potential situation.

**Activities Performed:** Led the effort that included exploration and mapping of the cave, assisting with safety protocols, compliance and mitigation reporting to the TCEQ, collaborating with engineering consultants on the mitigation plan, providing construction inspection services, and responding to information requests from the County public information officer.

**Project Relevance:** Williamson County project; karst resources

**San Gabriel Park Phase 1 Karst Services**
City of Georgetown, Texas

**Role:** Karst Lead

**Project Description:** Under subcontract, Cambrian provided a series of karst services in support of a major parks improvement project which included ecological restoration of the historic San Gabriel Springs.

**Activities Performed:** Assisting in developing the project Endangered Species Act compliance strategy; coordinating informally with the USFWS; conducting a USFWS presence/absence survey for Georgetown salamanders; assisting landscape architects in the ecological design; providing inspection services during the construction phase

**Project Relevance:** Williamson County project

### Education

- PhD, Geology, 2006, University of Mississippi, Oxford

### License and Certifications

- Texas Professional Geoscientist, #3863
- USFWS 10(a)1(b) scientific permit covering Central Texas karst invertebrates and Eurycea salamanders (TE 37416B-0)

Dr. White has specialized in land-use issues unique to the Central Texas growth corridor since the 1990s. Dr. White's specialties include regulatory issues surrounding endangered karst invertebrates and Eurycea salamanders, land use planning in environmentally sensitive areas, public outreach, preserve design, habitat conservation planning, Texas Commission on Environmental Quality (TCEQ) geological assessments and associated reports, and consulting on caves encountered during construction. He has a particular depth of experience with transportation projects.

Over the course of his career Dr. White has made a significant contribution to the state of Texas cave science and to the conservation of karst resources. His karst survey work has contributed to the establishment of thousands of acres of preserve land within the Edwards Aquifer recharge and contributing zones through land acquisitions programs, including the ESA Section 6 program. Since 2008 he has worked with the Williamson County Conservation Foundation and the USFWS to develop karst preserves to recover Williamson County's endangered karst invertebrates so that they may be removed from the Endangered species list.

**Southwest Bypass – Wolf Ranch Parkway** City of Georgetown, Texas

**Role:** Karst Lead

**Project Description:** Cambrian was subcontracted to provide karst services for an approximately 3-mile roadway. Cambrian conducted a TCEQ Geologic Assessment, an endangered karst invertebrate due-diligence study including a full presence/absence survey for a newly discovered cave, and assisted with the project participation in the Williamson County RHCP.

**Activities Performed:** Conducted the due-diligence studies required under the City of Georgetown Edwards Aquifer water quality ordinance which supports the USFWS special 4(d) rule for activities with the potential to harm the threatened Georgetown Salamander.

**Project Relevance:** Williamson County project; karst resources

# **Arin Gray** Public Involvement Task Lead

## RELEVANT PROJECT EXPERIENCE

**Corridor H Study (Sam Bass Road)** Williamson County, Texas

**Role:** Public Involvement Lead

**Project Description:** CD&P is facilitating the public involvement program for Williamson County to identify improvements to Sam Bass Road.

**Activities Performed:** Developed project materials including a fact sheet, stakeholder meetings and public meeting notifications, and meeting exhibits; facilitated meetings with property owners and a public meeting for the project; working with local stakeholders to incorporate their input into the study and to build support for the proposed solution

**Project Relevance:** Williamson County project; transportation project

**Southeast Corridor Study** Williamson County, Texas

**Role:** Public Involvement Lead

**Project Description:** Public involvement for a corridor study to identify a north/south connection in eastern Williamson County. The public involvement program includes intensive outreach and engagement of local communities to gather and incorporate input into the planning process.

**Activities Performed:** Conducts stakeholder meetings with individuals and community groups; public meetings including facilitated work sessions; develops strategic messaging, and informational materials and exhibits for the public

**Project Relevance:** Williamson County project; new location roadway

**RM 150 Alignment Project** Hays County, Texas

**Role:** Public Involvement Lead

**Project Description:** Schematic development for the realignment for RM 150 in Hays County. The project is being developed through an Environmental Impact Study and CD&P developed and implements a program to engage the community in compliance with NEPA. The program is engaging hundreds of local stakeholders including property owners, agencies and other governmental partners, and the public.

**Activities Performed:** Led the first phase of project development in 2015 and continues to build on that program with an independent project website, regular email updates, public meetings, stakeholder outreach and coordination, and development of informative, easy to understand project exhibits and materials

**Project Relevance:** Public involvement in a growing county similar to Williamson County

### Education

» Bachelor of Science, Communication Studies, University of Texas at Austin

### License and Certifications

» TxDOT Precertified 1.8.1 Public Involvement

» Certified in the Systematic Development of Informed Consent

Ms. Gray develops and implements public involvement plans to inform, gather input, and gain public consent. She identifies key stakeholders, selects appropriate audience based communication, arranges and facilitates public meetings and workshops, develops marketing materials, meeting exhibits and presentations, and provides media relations. She has expertise in planning and organizing website development, strategic planning, and crisis/issues management.

Arin's approach is an expert combination of proven engagement tools and project specific strategy based on client goals and unique stakeholder needs. Her expertise drives engagement programs that capture a community's values and vision to enhance the technical aspects of a project. Her experience in working on infrastructure projects, transportation planning, and engaging the public in community planning is invaluable in building consent and support of projects, keeping projects moving forward, and promoting clients' missions and values.

**Austin Avenue Improvements** Georgetown, Texas

**Role:** Public Involvement Lead

**Project Description:** Implementing a public involvement program to gather public input for improvements along Austin Avenue in Georgetown. This is a controversial project as several businesses and community leaders are concerned of construction impacts while others are concerned with the historical nature and aspects of the bridges. Public outreach activities are being conducted to ensure NEPA requirements are met and to build understanding and support for the ultimate solution.

**Activities Performed:** Developing project materials and web content; public meetings; individual meetings and community meetings; social media and email updates to reach stakeholders and share updates

**Project Relevance:** Williamson County project

**CR 101 Improvements** Williamson County, Texas

**Role:** Public Involvement Lead

**Project Description:** Public involvement services for the County during design of the expansion of a segment of CR 101. Stakeholders in the area were concerned with the need and timeline for the project and for the affects ROW needs would have on private property.

**Activities Performed:** Facilitated one-on-one meetings with affected property owners and a public meeting to share project information; provided project email updates; developed informative project materials

**Project Relevance:** Williamson County project; roadway segment design

# Gordon Anderson, RPLS, PLS, PSM
Survey and Right-of-Way Engineering Task Lead

## RELEVANT PROJECT EXPERIENCE

**Parcel Platting – Design and Construction Survey, SH 71 and US 290** Travis County, Texas

**Role:** Project Manager

**Project Description:** 6 mile design survey and parcel plat surveys

**Activities Performed:** Surveying included abstracting, parcel plat descriptions, design surveys, tree surveys, aerial and LiDar mapping and GIS deliverables

**Project Relevance:** Transportation project

**Parcel Platting Survey, Future Loop 9**
Dallas and Ellis County, Texas

**Role:** Project Manager

**Project Description:** Multiple boundary, easement, and parcel plat surveys

**Activities Performed:** Abstracting, parcel plat, descriptions, and GIS deliverables

**Project Relevance:** Transportation project

**Design and Construction Survey, Hwy 360** Collin County, Texas

**Role:** Project Manager

**Project Description:** Multiple roadway segments, creek drainage areas, railroad and bridge scanning sites along I-35 E in Waxahachie, Texas

**Activities Performed:** Topographic features within existing ROW lines, bridge deck and abutment static scanning, drainage structure surveys, cross sections, and set secondary control

**Project Relevance:** Transportation project

**Design and Construction Survey, FM 438** Denton County, Texas

**Role:** Project Manager

**Project Description:** 6-mile roadway design survey

**Activities Performed:** Locate existing topographic features within existing ROW lines, collect bridge deck and abutments, drainage structures, cross sections, and set primary control monuments and provide and control and data sheet deliverables

**Project Relevance:** Transportation project

**Design and Construction Survey, Future SH 190**
Dallas and Kaufman County, Texas

**Role:** Project Manager

**Project Description:** 11.5-mile design survey

**Activities Performed:** LiDAR, obscured area topographic surveys within future ROW and alternative corridors, bridge scanning, primary and aerial mapping control surveys

**Project Relevance:** Transportation project

### Education
» Engineering Technology Studies, 1979, Portland Community College

### License and Certifications
» Registered Professional Land Surveyor – Texas, #6617 + 6 additional states

» TxDOT Certifications: 15.1.1, 15.1.2, 15.1.3, 15.1.4, 15.2.1, 15.4.1

Mr. Anderson has over 28 years of experience managing projects and surveying operations with proven success in startup and growth situations. He provides exceptional client support to both external clients as well as internal business groups. He cultivates top performing efficient teams through leadership, management, training, and development initiatives. He has a broad range of technical and management skills. Gordon provides advocacy for innovative geospatial- related business initiatives, establishes new business alliances, and provides quality assurance for geospatial consulting delivery. He also leads the implementation of unique new products and services and recommends management and technology solutions that drive business offerings, and define new markets.

**Design and Construction Survey, Buckner Boulevard (at Peavy Road)** Dallas County, Texas

**Role:** Project Manager

**Project Description:** 1-mile roadway design survey

**Activities Performed:** Locate existing topographic features within existing ROW lines, bridge structure survey and drainage structures

**Project Relevance:** Transportation project

**Design and Construction Survey, FM 1776** Pecos County, Texas

**Role:** Project Task Lead

**Project Description:** 6.9-mile roadway control survey

**Activities Performed:** Locate existing TxDOT control, primary control survey (18 monuments), mobile mapping control survey (42 targets) and static GPS control survey. The project included digital levels, and control and data sheet deliverables

**Project Relevance:** Transportation project

**Design and Construction Survey, Hwy 121** Tarrant County, Texas

**Role:** Project Task Lead

**Project Description:** 2.1-mile roadway design survey included digital levels, and control and data sheet deliverables

**Activities Performed:** Primary control survey (6 monuments), aerial mapping control (16 targets) and bridge surveys

**Project Relevance:** Transportation project

# Tom Allemand
## Environmental Documentation Task Lead

RELEVANT PROJECT EXPERIENCE

**Williamson County Road Bond Project Work Authorization 22, Hairy Man Road Improvements** Williamson County, Texas
**Role:** Environmental task lead
**Project Description:** Improvements along approximately 2.1 miles of Hairy Man Road
**Activities Performed:** Geologic assessment, karst survey and report preparation, threatened and endangered species report preparation, golden-cheeked warbler (Dendroica chrysoparia) presence/absence surveys, and Williamson County Regional Habitat Conservation Plan (RHCP) preparation
**Project Relevance:** Williamson County project; environmental reports

**Williamson County Road Bond Project Work Authorization 17, DB Wood at SH 29** Williamson County, Texas
**Role:** Environmental task lead
**Project Description:** Widening SH 29 and DB Wood Road to add additional turn lanes at the intersection
**Activities Performed:** Geologic assessment, karst survey and report preparation, biological assessment report preparation, and Williamson County RHCP preparation
**Project Relevance:** Williamson County project; environmental reports

**Great Oaks Bridge at Brushy Creek** Williamson County, Texas
**Role:** Environmental task lead
**Project Description:** Operational and capacity improvements at the intersection of the Great Oaks Drive Bridge and Brushy Creek Road/Hairy Man Road and the replacement of the existing Great Oaks bridge structure
**Activities Performed:** Prepared environmental due diligence reporting and permits
**Project Relevance:** Williamson County project; environmental reports

**Redbud Trail Bridge Replacement** Austin, Texas
**Role:** Environmental task lead
**Project Description:** Preliminary selection phase of the overall bridge replacement project providing preliminary design options and conceptual evaluations of each option
**Activities Performed:** Assessments such as bridge structural engineering, architectural, roadway, utilities, and environmental due diligence per the City of Austin's Environmental Resource Inventory (ERI) documentation
**Project Relevance:** Environmental reports

**Barton Springs Road Bridge Replacement** Austin, Texas
**Role:** Environmental task lead
**Project Description:** Preliminary selection phase of the overall bridge replacement project providing preliminary design options and conceptual evaluations of each option
Activities Performed: Assessments such as bridge structural engineering, architectural, roadway, utilities, and environmental due diligence per the City of Austin's ERI documentation
**Project Relevance:** Environmental reports

### Education
» Master of Science, Aquatic Biology, 2001, Texas State University

### License and Certifications
» TxDOT Precertification Sequence #18331
» TxDOT Precertification Categories: 1.4.1, 2.1.1, 2.3.1, 2.4.1, 2.6.1, 2.6.2, 2.12.1, 2.13.1, 2.14.1
» WTI Wetland Delineator

Mr. Allemand has over 20 years of direct experience in the fields of biology, environmental science, planning, and project management. His years of expertise includes up-to-date FHWA and TxDOT NEPA compliance and due diligence documentation for road and highway projects, including environmental permitting; local, state, and federal state agency coordination; and public involvement. Tom currently serves as the Texas transportation leader for the SWCA Austin Office and is responsible for supervising and coordinating the efforts of staff; overseeing natural and cultural resource investigations; business development including proposal preparation and budget development; coordination of client activities and project development; and providing guidance on the environmental process with direct expertise in NEPA documentation. Tom has evaluated and is currently evaluating the environmental impact of numerous linear infrastructure projects, including toll and non-toll roadway facilities, passenger and freight rail, transit, as well as other infrastructure work. He has also managed, performed and obtained numerous environmental clearances for environmental impact statements (EISs), environmental assessments (EAs), categorical exclusions (CEs), EIS/EA reevaluations. Tom currently serves as a NEPA Subject Matter Expert assisting Williamson County, Texas, with their Road Bond Program.

EVALUATION - Engineering Services for CR 258 from US 183 to Sunset Ridge

RFQ 1903-301

Thursday, May 16, 2019

| Mandatory Criteria | Maximum Score Points | American Structurepoint | Binkley & Barfield, Inc. | Great Lakes Engineering | Jones\|Carter | M&S Engineering, LLC |
|---|---|---|---|---|---|---|
| Project Manager's Experience/Qualifications with Similar Projects | 25 | 23 | 18 | 15 | 20 | 22 |
| Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design | 15 | 13 | 13 | 8 | 12 | 12 |
| Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas | 10 | 10 | 5 | 8 | 5 | 8 |
| Individuals on Project Team's Experience/Qualifications with public involvement | 15 | 15 | 15 | 15 | 15 | 15 |
| Availability of Project Manager, Ttask Leads and Relevant Staff | 25 | 25 | 25 | 25 | 25 | 25 |
| Understanding of Project | 20 | 20 | 15 | 13 | 10 | 15 |
| TOTAL | 110 | 106 | 91 | 84 | 87 | 97 |

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 07/16/2019

PaveTex WA4 Sup1 On Call Geotech Engr & Matl Testing

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

**Department:** Infrastructure

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing.

**Background**

This supplemental is to extend the expiration date to September 30, 2021 and increase the maximum amount payable from $50,000.00 to $98,397.32.

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**Fiscal Impact**

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

**Attachments**

PaveTex WA4 Sup1 On Call Geotech Engr & Matl Testing

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/11/2019 09:18 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:47 AM |
| Form Started By: Vicky Edwards | | Started On: 07/08/2019 04:35 PM |
| Final Approval Date: 07/11/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. __1_**
**TO**
**WORK AUTHORIZATION NO. _4___**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**
**On Call Geotechnical Engineering and Materials Testing**

This Supplemental Work Authorization No. _1__ to Work Authorization No. _4___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __4__ dated effective July 31, 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, 2021**. 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.

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$98,397.32**.

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:**

By: Sarah Tahmoressi
Signature

Sarah Tahmoressi
Printed Name

Executive V.P.
Title

7/8/2019
Date

**COUNTY:**

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

_____
Date

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 07/16/2019

PaveTex WA3 Sup1 On Call Geotech Engr & Matl Testing

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

**Department:** Infrastructure

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing.

**Background**

This supplemental is to decrease the maximum amount payable from $50,000.00 to $15,907.78.

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**Fiscal Impact**

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

**Attachments**

PaveTex WA3 Sup1 On Call Geotech Engr & Matl Testing

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/11/2019 09:18 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:46 AM |
| Form Started By: Vicky Edwards | | Started On: 07/08/2019 04:32 PM |
| Final Approval Date: 07/11/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. _1_**
**TO**
**WORK AUTHORIZATION NO. 3**

**PROJECT: On Call Geotechnical Engineering and Materials Testing**

This Supplemental Work Authorization No. _1__ to Work Authorization No. _3___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective July 31, 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 Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

1. The maximum amount payable for services under the Work Authorization is hereby decreased from **$50,000.00** to **$15,907.78**.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer 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 Engineer 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 Engineer.

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 Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this ____ day of _____, 2019.

ENGINEER:

PaveTex Engineering & Testing, Inc.

By: Sarah Tahmoressi
Signature

Sarah Tahmoressi
Printed Name

Executive V.P.
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 07/16/2019

PaveTex WA1 Sup1 On Call Geotech Engr & Matl Testing

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

**Department:** Infrastructure

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing.

**Background**

This supplemental is to decrease the maximum amount payable from $50,000.00 to $35,694.90.

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**Fiscal Impact**

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

**Attachments**

PaveTex WA1 Sup1 On Call Geotech Engr & Matl Testing

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/11/2019 09:18 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:44 AM |
| Form Started By: Vicky Edwards | | Started On: 07/08/2019 04:21 PM |
| Final Approval Date: 07/11/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. _1_**
**TO**
**WORK AUTHORIZATION NO.__1____**

**PROJECT: On Call Geotechnical Engineering and Materials Testing**

This Supplemental Work Authorization No. _1__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective February 7, 2017 (the "Work Authorization");

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

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

**AGREEMENT**

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

1. The maximum amount payable for services under the Work Authorization is hereby decreased from **$50,000.00** to **$35,694.90.**

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer 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 Engineer 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 Engineer.

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 Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this ____ day of _____, 2019.

ENGINEER:

PaveTex Engineering & Testing, Inc.

By: Sarah Tahmoressi
Signature

Sarah Tahmoressi
Printed Name

Executive V.P.
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 07/16/2019

Cobb Fendley WA1 Utility 1811-273

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

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on July 31, 2020 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Activities Not Related to Road Bond Activities.

### Background

## Fiscal Impact

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

## Attachments

Cobb Fendley WA1 Utility 1811-273

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/11/2019 09:18 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:43 AM |
| Form Started By: Vicky Edwards | | Started On: 06/26/2019 10:53 AM |
| Final Approval Date: 07/11/2019 | | |

## WORK AUTHORIZATION NO 1

**PROJECT: On Call Utility Coordination and Relocation for All Williamson County Activities Not Related to Road Bond Activities (RFQ 1811-273)**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, 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 **$50,000.00.**

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 **July 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 _____, 2019.

ENGINEER:

Cobb Fendley & Associates, Inc.

By: Sandra G. Khary
Signature

Sandra G. Khary, PE.
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

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 Department of Infrastructure, Director of Road & Bridge and designated staff will provide project direction, review and oversight for each on-call utility coordination and relocation work assignment.

## Attachment B – Services to be Provided by Engineer

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator***), involves providing On-Call Utility Coordination and Relocation services for All Williamson County Activities Not Related to Road Bond Activities (RFQ 1811-273) in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. PROJECT MANAGEMENT AND COORDINATION
2. UTILITY ADJUSTMENT COORDINATION
3. SUBSURFACE UTILITY ENGINEERING (SUE)
4. UTILITY ENGINEERING
5. UTILITY PLANNING & RESEARCH
6. FIELD SURVEYING
7. RIGHT-OF-WAY (ROW) COORDINATION
8. MISCELLANEOUS

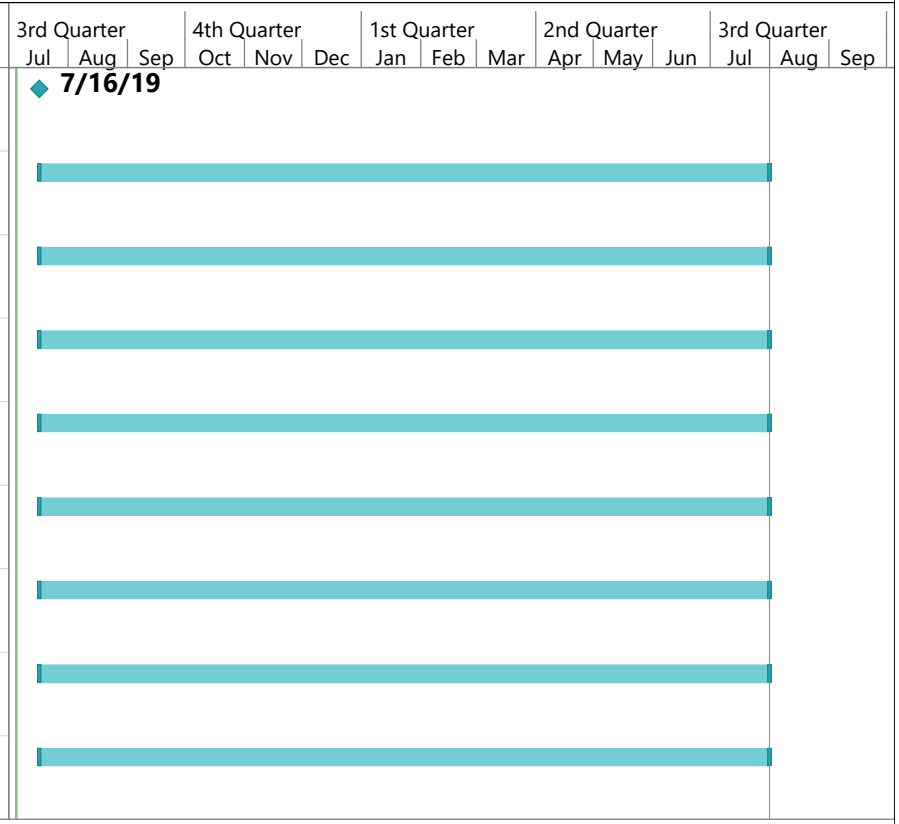
Detailed scope of work will be developed as work assignments are dispatched by the County.

Cobb, Fendley & Associates, Inc.

Attachment C
Work Schedule

Work Authorization No. 1
On-Call Utility Coordination
All Activities Not Related to Road Bond
(RFQ 1811-273)

| ID | Task Name |
|---|---|
| 1 | Notice to Proceed |
| 2 | **PROGRAM MANAGEMENT AND COORDINATION** |
| 3 | **UTILITY ADJUSTMENT COORDINATION** |
| 4 | **SUBSURFACE UTILITY ENGINEERING** |
| 5 | **UTILITY ENGINEERING** |
| 6 | **UTILITY CONSTRUCTION MANAGEMENT AND OBSERVATION** |
| 7 | **UTILITY PLANNING AND RESEARCH** |
| 8 | **FIELD SURVEYING** |
| 9 | **RIGHT-OF-WAY COORDINATION** |




Note: Work schedules for individual utility coordination work assignments will be developed as work is dispatched

Williamson County
All Activities Not Related to Road Bond
On-Call Utility Coordination

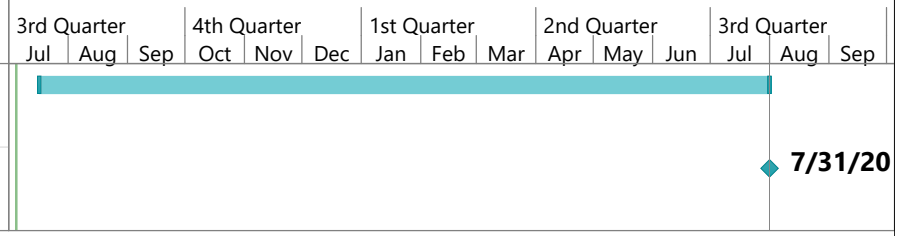
| | | |
|---|---|---|
| Task | Inactive Summary | External Tasks |
| Split | Manual Task | External Milestone |
| Milestone | Duration-only | Deadline |
| Summary | Manual Summary Rollup | Progress |
| Project Summary | Manual Summary | Manual Progress |
| Inactive Task | Start-only | |
| Inactive Milestone | Finish-only | |

Cobb, Fendley & Associates, Inc.

Attachment C
Work Schedule

Work Authorization No. 1
On-Call Utility Coordination
All Activities Not Related to Road Bond
(RFQ 1811-273)

| ID | Task Name |
|---|---|
| 10 | **MISCELLANEOUS** |
| 11 | Work Authorization Termination |




Note: Work schedules for individual utility coordination work assignments will be developed as work is dispatched

Williamson County
All Activities Not Related to Road Bond
On-Call Utility Coordination

| | | | | | |
|---|---|---|---|---|---|
| Task | | Inactive Summary | | External Tasks | |
| Split | | Manual Task | | External Milestone | |
| Milestone | | Duration-only | | Deadline | |
| Summary | | Manual Summary Rollup | | Progress | |
| Project Summary | | Manual Summary | | Manual Progress | |
| Inactive Task | | Start-only | | | |
| Inactive Milestone | | Finish-only | | | |

# Attachment D - Fee Schedule

**Cobb, Fendley & Associates, Inc.**
**Rate Schedule**
*Effective July 2019*

| | |
|---|---|
| Senior Project Manager | $235.00/HR |
| Senior Engineer | $195.00/HR |
| Project Engineer III | $170.00/HR |
| Project Engineer II | $150.00/HR |
| Project Engineer I | $125.00/HR |
| Senior Technician | $145.00/HR |
| Technician III | $125.00/HR |
| Technician II | $115.00/HR |
| Technician I | $95.00/HR |
| Licensed State Land Surveyor | $235.00/HR |
| Registered Professional Land Surveyor | $170.00/HR |
| 4 Person Field Services Crew | $190.00/HR |
| 3 Person Field Services Crew | $170.00/HR |
| 2 Person Field Services Crew | $145.00/HR |
| 1 Person Field Services Crew | $120.00/HR |
| 2 Person Hy-Drone Crew | $340.00/HR |
| 2 Person UAV Drone Crew | $235.00/HR |
| Senior Field Construction Observer | $155.00/HR |
| Field Construction Observer | $110.00/HR |
| Senior Utility Specialist | $155.00/HR |
| Utility Specialist | $125.00/HR |
| GIS Manager | $170.00/HR |
| GIS Analyst | $120.00/HR |
| Right-of-Way Project Manager | $235.00/HR |
| Right-of-Way Agent | $140.00/HR |
| Administrative | $105.00/HR |
| Clerical | $80.00/HR |

**SUBSURFACE UTILITY ENGINEERING**

| | |
|---|---|
| One-Man Designating Crew (4-Hour Minimum) | $110.00/HR |
| Two-Man Designating Crew (4-Hour Minimum) | $170.00/HR |
| Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Min.) | $295.00/HR |
| Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) | $315.00/HR |
| Ground Penetrating Radar with 1 Technician (4-Hour Minimum) | $260.00/HR |
| Closed Circuit Television (CCTV) with 2 Technicians | $280.00/HR |
| Traffic Control Officer | At Cost |
| Traffic Control (Lane Closures, etc.) | To Be Negotiated |
| Permits (Local, State, etc.) | At Cost |

# Attachment D - Fee Schedule
*(continued)*

**Cobb, Fendley & Associates, Inc.**
**Rate Schedule**
*Effective July 2019*

**SUBSURFACE UTILITY ENGINEERING *(continued)***

| | |
|---|---|
| Designation & Traffic Control Vehicles | $3.50/Mile |
| Location Vehicles | $6.50/Mile |

**REIMBURSABLE EXPENSES**

| | |
|---|---|
| Consultant or Specialty Contractor (Outside Firm) | At Cost |
| Courier, Special Equipment Rental | At Cost |
| Mileage (Standard Car or Truck) | IRS Approved Rate |
| Title Plant Charges | At Cost |
| Other Misc. Expenses Related to the Project | At Cost |

In-House Reproduction:

- Copies (Up to 11" x 17") ..... $0.15/Each
- Color Prints (Up to 11" x 17") ..... $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) ..... $1.00/Each
- Bond Prints (All Sizes) ..... $2.00/Each

Out of town travel reimbursement (meals, lodging, car rental, airfare, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

## Attachment D - Fee Schedule

*(continued)*

**Hydro Spy, LLC**
*Effective July 2019*

**SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)**

| | |
|---|---|
| Round Trip Mobilization | $1,120.00/day |
| Pot Hole & Trench Excavations w/Backfill | $3,820.00/day |

**REIMBURSABLE EXPENSES**

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 07/16/2019

Awarding IFB 1906-324 County Road Seal Coat

**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 IFB #1906-324 County Road Seal Coat FY19 to the lowest responsive bidder D.I.J. Construction, Inc., and authorizing execution of the agreement.

### Background

Purchasing solicited bids for County Road Seal Coat. 2,562 suppliers were invited to bid of which 32 suppliers viewed the bid documents and 1 supplier responded. The 1 response received was evaluated and determined to be responsive. Road & Bridge is recommending award to DIJ Construction in the amount of $1,192,809.00. Point of contact is Terron Evertson. Funding source 01.0200.0210.003599. This was budgeted for FY19.

## Fiscal Impact

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

## Attachments

Award Recommendation

Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 08:59 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:55 AM |
| Form Started By: Thomas Skiles | | Started On: 07/10/2019 10:20 AM |
| Final Approval Date: 07/11/2019 | | |

WILLIAMSON COUNTY
1848

July 8, 2019

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for County Road Seal Coat FY 19 – Bid #1906-324

Please find attached the bid tabulations for the subject-referenced project. The bid has been reviewed and the apparent low bid (D.I.J. Construction, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid total:

1. D.I.J. Construction, Inc. - $1,192,809.00

The Contractor's low base bid is $172,510.00 below the Engineer's Estimate, a cost decrease of 14.5%.

In addition to meeting the bid qualifications subject to being low bidder, D.I.J. Construction, Inc. has received positive references from those contacted. Based on the low bid of $1,192,809.00, I recommend to the Williamson County Commissioners Court that they award D.I.J. Construction, Inc. the contract for the County Road Seal Coat FY 19 project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

# Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and D.I.J. Construction, Inc. ("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 IFB Solicitation #1906-324, County Road Seal Coat FY 19; 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 One Million One Hundred Ninety Two Thousand Eight Hundred Nine Dollars and Zero Cents ($1,192,809.00) 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 IFB Solicitation #1906-324, including the specifications set forth therein, which is incorporated herein as if copied in full.**

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

**ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

**ARTICLE 5 PAYMENT:**

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

**ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.5** As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

**6.6** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.7** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

**COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

**ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

| Type of Coverage | Limits of Liability |
|---|---|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability | |
| Bodily Injury by Accident | $500,000 Ea. Accident |
| Bodily Injury by Disease | $500,000 Ea. Employee |
| Bodily Injury by Disease | $500,000 Policy Limit |

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

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $ 1,000,000 | $ 1,000,000 |
| Aggregate policy limits: | | $1,000,000 |

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.**

8.2 INDEMNITY.

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

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

## ARTICLE 9 BONDS

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## ARTICLE 10 TERMINATION

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

**11.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

**CONTRACTOR:**

D.I.J. Construction, Inc.

By: Danny Floyd

Printed Name: Danny Floyd

Title: CEO

Date: 7-9-19

**Party Representatives**

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Danny Floyd
P.O. Box 1609
Bertram, TX 78605

Phone 512-355-2766
Fax 512-355-2392

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 07/16/2019

Awarding IFB 1904-311 Limestone Ter and Quarry Rim Dr Reconstruction

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

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1904-311 Limestone Terrace and Quarry Rim Drive Reconstruction - Sonterra Commercial Subdivision to the lowest responsive bidder Pro Dirt Services, LLC., and authorizing execution of the agreement.

### Background

Purchasing solicited bids for Limestone Terrace Reconstruction. 2,634 suppliers were invited to submit bids of which 55 suppliers viewed the bid documents and 5 suppliers responded. After a review of the bids submitted it was determined that Pro Dirt Services returned the lowest responsive bid. Road & Bridge is recommending Pro Dirt for award in the amount of $1,060,707.70. Point of contact is Terron Evertson. Funding source P481. This project was budgeted for FY19.

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## Fiscal Impact

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

## Attachments

Award Recommendation

Contract

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 09:01 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 09:59 AM |
| Form Started By: Thomas Skiles | | Started On: 07/10/2019 11:01 AM |
| Final Approval Date: 07/11/2019 | | |

WILLIAMSON COUNTY
1848

July 2, 2019

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Limestone Terrace Reconstruction – Bid #1904-311

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Pro Dirt Services) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Pro Dirt Services - $1,060,707.70
2. Chasco Constructors - $1,219,633.60
3. Patin Construction - $1,318,934.50
4. Smith Contracting - $1,808,890.50
5. Austin Engineering Company - $1,821,839.50

The Contractor's low base bid is $577,735.98 below the Engineer's Estimate, a cost decrease of 54.5%.

In addition to meeting the bid qualifications subject to being low bidder, Pro Dirt Services has received positive references from those contacted. Based on the low bid of $1,060,707.70, I recommend to the Williamson County Commissioners Court that they award Pro Dirt Services the contract for the Limestone Terrace Reconstruction project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

# Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Pro Dirt Services, LLC ("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 IFB Solicitation # 1904-311, Limestone Ter and Quarry Rim Dr Reconstruction Sonterra Commercial Subdivision; 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 One Million Sixty Thousand Seven Hundred Seven Dollars and Seventy Cents ($1,060,707.70) 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 IFB Solicitation # 1904-311, 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: 55 working days from Notice to Proceed

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 **60 working days from Notice to Proceed**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

**ARTICLE 5 PAYMENT:**

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

**ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.5** As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

**6.6** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.7** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

**COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

**ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

| Type of Coverage | Limits of Liability |
|---|---|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability | |
| Bodily Injury by Accident | $500,000 Ea. Accident |
| Bodily Injury by Disease | $500,000 Ea. Employee |
| Bodily Injury by Disease | $500,000 Policy Limit |

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

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $ 1,000,000 | $ 1,000,000 |
| Aggregate policy limits: | | $1,000,000 |

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.**

**8.2 INDEMNITY.**

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

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.**

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

## ARTICLE 9 BONDS

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## ARTICLE 10 TERMINATION

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

**11.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

**CONTRACTOR:**

Pro Dirt Services, LLC

By: _____

Printed Name: Tony D. Hill

Title: President

Date: 7/10/19

**Party Representatives**

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 07/16/2019

Discuss consider and take appropriate action on the approval of the preliminary plat for the Oak Grove subdivision – Pc 3

| | | | |
|---|---|---|---|
| **Submitted For:** | Terron Evertson | **Submitted By:** | Adam Boatright, Infrastructure |
| **Department:** | Infrastructure | **Division:** | Road & Bridge |

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the approval of the preliminary plat for the Oak Grove subdivision – Precinct 3.

**Background**

This proposed subdivision consists of 13 lots and no new roads.

**Timeline**

2019-04-15 – Initial submittal of preliminary plat
2019-05-16 – 1st review complete with comments
2019-05-30 – additional 1st review comments sent
2019-06-07 – 2nd submittal of preliminary plat
2019-07-02 – 2nd review complete with comments
2019-07-03 – 3rd submittal of preliminary plat
2019-07-05 – 3rd review complete with minor comments
2019-07-08 – 4th submittal of preliminary plat
2019-07-09 – 4th review complete with comments cleared
2019-07-11 – placed on the July 16th Court agenda for consideration

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**Fiscal Impact**

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

**Attachments**

preliminary plat - Oak Grove

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 12:05 PM |
| Form Started By: Adam Boatright | | Started On: 07/11/2019 11:03 AM |
| Final Approval Date: 07/11/2019 | | |

LAUREN MOODY
DOC NO. 2017001220 OPRWCT

TED WOEHL
(20.00 ACRES)
DOC NO. 2004087347 OPRWCT
VOLUME 845, PAGE 863 DRWCT

JAMES McOULD SURVEY ABSTRACT NO. 423

JIMMIE G. & MARILYN J PLENTL
(597.841 ACRES)
DOC NO. 200032388 OPRWCT
VOLUME 670, PAGE 693 DRWCT

IRF "RPLS 5784"

1/2" IRF

N68°53'54"E 394.19'

N68°51'31"E 1217.35'

N68°58'19"E 1857.85'

N68°58'19"E 3159.17'

COUNTY ROAD 219

Edge of Pavement

Mail Box

Water Valve

Power Pole

Gate

18"CMP

697.85'

238.78'

243.67'

50' BUILDING SETBACK LINE

30' PUE

WATERLINE/WELL EASEMENT DOCUMENT NO. OPRWCT

100' Sanitary Easement

5' RIGHT-OF-WAY DEDICATION

15' PUE

COUNTY ROAD 223

N20°20'29"W 789.82'

S20°20'29"E 789.82'

LOT 5
2.535AC.

LOT 4
2.509AC.

LOT 3
2.500AC.

LOT 2
2.506AC.

LOT 1
2.688AC.

LOT 7
2.594AC.

LOT 9
2.594AC.

LOT 11
2.594AC.

LOT 13
2.616AC.

LOT 6
2.642AC.

LOT 8
2.642AC.

LOT 10
2.642AC.

LOT 12
2.622AC.

BLOCK "A"

N69°39'31"E 699.76'

N69°39'31"E 701.61'

N69°39'31"E 703.47'

N69°39'31"E 705.33'

N21°01'41"W 473.22'

N68°58'19"E 238.78'

N68°58'19"E 238.00'

707.32'

288.78'

284.21'

156.00'

155.00'

179.00'

162.19'

156.01'

155.01'

161.53'

316.54'

316.57'

473.25'

473.22'

138.01 ACRES
Russell Spillers, Trustee of the 900 Florence Ranch Trust
DOCUMENT NO. 2018110798
OPRWCT

S68°58'19"W 1857.85'

N20°20'29"W 1888.36'

CO. ROAD 217

619.40 ACRES
FN VOLUME 580, PAGE 280
OPRWCT

36' ROADWAY EASEMENT
THE RANCHES AT STAPP CREEK
DOCUMENT NO. 2015036579
OPRWCT

Power Pole w/Transformer

Power Pole w/Guy Wire & Anchors

Power Pole w/Transformer Box

Conc. w/0.5' Headwall

48"CMP

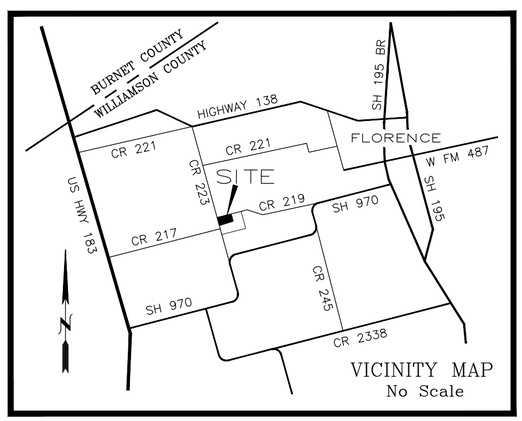
36"CMP

BENCHMARK
1/2"IRF
ELEVATION
1017.00'

S20°49'01"E 1077.00'

1020.31

## VICINITY MAP
No Scale




200' 160' 120' 80' 40' 0' 100' 200'

GRAPHIC SCALE

## LEGEND

| | |
|---|---|
| ◉ | IRON ROD FOUND CAPPED "AST" UNLESS NOTED |
| ● | IRON ROD FOUND (IRF) AND AS NOTED |
| ○ | SET 1/2" IRON ROD W/CAP "AST" |
| △ | CALCULATED POINT |
| ( ) | RECORD DEED INFORMATION |
| D.R.W.C.T. | DEED RECORD WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TEXAS |
| CMP | EXISTING CORRAGATED METAL PIPE |
| —X— | EXISTING WIRE FENCE |
| —OH— | EXISTING OVERHEAD UTILITY LINES |
| ●← | EXISTING POWER POLE AND GUY WIRES |
| ⊗ | EXISTING WATER VALVE |
| ⊠ | EXISTING MAIL BOX |
| | BREAK IN SCALE |

FLOOD NOTE:

NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0100E DATED 09/26/2008.

BENCHMARK:
1/2" IRON ROD FOR NORTH NORTH EAST CORNER OF 138.01 ACRES AS SHOWN HEREON.
ELEVATION=1017.00 ft.
ELEVATIONS SHOWN WERE DERIVED USING GLOBAL POSITIONING VIRTUAL REFERENCE STATION AND HIGH ACCURACY REFERENCE NETWORK (HARN), NAVD 88 DATUM.

GENERAL PRELIMINARY NOTES:

1. THIS PLAT LIES IN EMERGENCY SERVICES DISTRICT 7.
2. THIS TRACT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ.
4. 25' BUILDING SETBACK LINES ALONG COUNTY ROAD 223 AND COUNTY ROAD 219.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. WATER SERVICE FOR THIS SUBDIVIISON WILL BE PROVIDED BY PRIVATE WATER WELL.
7. SEWAGE SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.
8. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
10. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

SCALE: 1"=100'


RUSSELL SPILLER, TRUSTEE
900 FLORENCE RANCH
8127 MESA DRIVE #206-53
AUSTIN, TEXAS 78759
[RUSSELLSPILLERS@GMAIL.COM]
CELL: 512-814-7357


ATWELL, LLC, TBPE NO. 12242

| | |
|---|---|
| PROJECT: | FLORENCE TEXAS |
| JOB NUMBER: | |
| DATE: | MAY 31, 2019 |
| SCALE: | 1" = 100' |
| SURVEYOR: | PAUL C. SAUVE, JR. RPLS 2518 |
| TECHNICIAN: | SAR |


ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704


PRELIMINARY
# OAK GROVE
WILLIAMSON COUNTY, TEXAS

SHEET
1
OF 1

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 07/16/2019

1901-285 CR 176 at RM 2243 Notice of Intent

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

**Department:** Road Bond

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPDES General Permit (TXR150000) for CR 176 at RM 2243, a Road Bond project in Commissioner Pct. 3. Project: P 241 Funding Source: Road Bond

### Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

## Fiscal Impact

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

## Attachments

1901-285 CR 176 at RM 2243 NOI

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 10:22 AM |
| Form Started By: Dawn Haggard | | Started On: 07/11/2019 09:32 AM |
| Final Approval Date: 07/11/2019 | | |

**Texas Commission on Environmental Quality**

Construction Notice of Intent

## Site Information (Regulated Entity)

| | |
|---|---|
| What is the name of the site to be authorized? | CR 176 at RM 2243 |
| Does the site have a physical address? | No |
| Because there is no physical address, describe how to locate this site: | CR 176 at RM 2243 - From Parkside Parkway to RM 2243 |
| City | GEORGETOWN |
| State | TX |
| ZIP | 78628 |
| County | WILLIAMSON |
| Latitude (N) (##.######) | 30.595908 |
| Longitude (W) (-###.######) | -97.773089 |
| Primary SIC Code | 1611 |
| Secondary SIC Code | |
| Primary NAICS Code | |
| Secondary NAICS Code | |
| Regulated Entity Site Information | |
| What is the Regulated Entity's Number (RN)? | RN110746054 |
| What is the name of the Regulated Entity (RE)? | CR 176 AT RM 2243 |
| Does the RE site have a physical address? | No |
| Because there is no physical address, describe how to locate this site: | CR 176 FROM PARKSIDE PKWY TO RM 2243 |
| City | GEORGETOWN |
| State | TX |
| ZIP | 78628 |
| County | WILLIAMSON |
| Latitude (N) (##.######) | 30.591586 |
| Longitude (W) (-###.######) | -97.774983 |
| Facility NAICS Code | 237310 |
| What is the primary business of this entity? | ROADWAY |

## Customer (Applicant) Information

| | |
|---|---|
| | Operator |

| | |
|---|---|
| How is this applicant associated with this site? | |
| What is the applicant's Customer Number (CN)? | CN600897888 |
| Type of Customer | County Government |
| Full legal name of the applicant: | |
| Legal Name | Williamson County |
| Texas SOS Filing Number | |
| Federal Tax ID | 746000978 |
| State Franchise Tax ID | |
| State Sales Tax ID | |
| Local Tax ID | |
| DUNS Number | |
| Number of Employees | 501+ |
| Independently Owned and Operated? | No |
| I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. | Yes |
| Responsible Authority Contact | |
| Organization Name | Williamson County |
| Prefix | THE HONORABLE |
| First | BILL |
| Middle | |
| Last | GRAVELL |
| Suffix | JR |
| Credentials | |
| Title | COUNTY JUDGE |
| Responsible Authority Mailing Address | |
| Enter new address or copy one from list: | |
| Address Type | Domestic |
| Mailing Address (include Suite or Bldg. here, if applicable) | 101 E OLD SETTLERS BLVD STE 100 |
| Routing (such as Mail Code, Dept., or Attn:) | |
| City | ROUND ROCK |
| State | TX |
| ZIP | 78664 |
| Phone (###-###-####) | 5127449082 |
| Extension | |

| | |
|---|---|
| Alternate Phone (###-###-####) | |
| Fax (###-###-####) | |
| E-mail | ROADS@WILCO.ORG |

## Application Contact

| | |
|---|---|
| Person TCEQ should contact for questions about this application: | |
| Same as another contact? | |
| Organization Name | HNTB |
| Prefix | MISS |
| First | DAWN |
| Middle | |
| Last | HAGGARD |
| Suffix | |
| Credentials | |
| Title | CONSTRUCTION PROJECT ADMINISTRATOR |
| Enter new address or copy one from list: | |
| Mailing Address | |
| Address Type | Domestic |
| Mailing Address (include Suite or Bldg. here, if applicable) | 101 E OLD SETTLERS BLVD STE 101 |
| Routing (such as Mail Code, Dept., or Attn:) | |
| City | ROUND ROCK |
| State | TX |
| ZIP | 78664 |
| Phone (###-###-####) | 5127449082 |
| Extension | |
| Alternate Phone (###-###-####) | |
| Fax (###-###-####) | |
| E-mail | DHAGGARD@HNTB.COM |

## CNOI General Characteristics

| | |
|---|---|
| 1) Is the project located on Indian Country Lands? | No |
| 2) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, | No |

| | |
|---|---|
| development, or production of oil or gas or geothermal resources? | |
| 3) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? | 1611 |
| 4) If applicable, what is the Secondary SIC Code(s)? | |
| 5) What is the total number of acres disturbed? | 15.23 |
| 6) Is the project site part of a larger common plan of development or sale? | No |
| 7) What is the estimated start date of the project? | 08/01/2019 |
| 8) What is the estimated end date of the project? | 03/16/2020 |
| 9) Will concrete truck washout be performed at the site? | Yes |
| 10) What is the name of the first water body (s) to receive the stormwater runoff or potential runoff from the site? | SOUTH BRUSHY CREEK |
| 11) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach? | 1244 |
| 12) Is the discharge into a Municipal Separate Storm Sewer System (MS4)? | Yes |
| 12.1. What is the name of the MS4 Operator? | GEORGETOWN |
| 13) Are any of the surface water bodies receiving discharges from the construction site on the 2014 Texas Integrated Report of Surface Water Quality? | Yes |
| 13.1. What is the name(s) of the impaired water body(s) receiving the discharges from the contruction site? | BRUSHY CREEK |
| 14) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213? | Yes |
| 14.1. I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. | Yes |

| | |
|---|---|
| 15) I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. | Yes |
| 16) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). | Yes |
| 17) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. | Yes |

# LARGE CONSTRUCTION SITE NOTICE

**FOR THE**
**Texas Commission on Environmental Quality (TCEQ)**
**Storm Water Program**

## TPDES GENERAL PERMIT TXR150000

## *"PRIMARY OPERATOR" NOTICE*

This notice applies to construction sites operating under Part II.E.3. of the TPDES General Permit Number TXR150000 for discharges of storm water runoff from construction sites equal to or greater than five acres, including the larger common plan of development. The information on this notice is required in Part III.D.2. of the general permit. This notice shall be posted along with a copy of the signed Notice of Intent (NOI), as applicable. Additional information regarding the TCEQ storm water permit program may be found on the internet at:

http://www.tceq.state.tx.us/nav/permits/sw_permits.html

| | |
|---|---|
| Site-Specific TPDES Authorization Number: | |
| Operator Name: | |
| Contact Name and Phone Number: | |
| Project Description: *Physical address or description of the site's location, and estimated start date and projected end date, or date that disturbed soils will be stabilized.* | |
| Location of Storm Water Pollution Prevention Plan: | |

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 07/16/2019

Inner Loop

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

**Department:** Road Bond

**Agenda Category:** Consent

## Information

**Agenda Item**

Discuss, consider and take appropriate action on 2 Drainage Easements and a Deed Without Warranty to the City of Georgetown regarding the Georgetown Inner Loop at Central Maintenance Facility.

**Background**

## Fiscal Impact

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

## Attachments

Drainage Easement (1&2)

Drainage Easement (3)

Inner Loop Deed

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:41 AM |
| Form Started By: Charlie Crossfield | | Started On: 07/11/2019 08:10 AM |
| Final Approval Date: 07/11/2019 | | |

**DRAINAGE EASEMENT**

Georgetown Inner Loop at Central Maintenance Facility

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

This instrument is made on the _____ day of _____, 2019 between COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns a non-exclusive easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of public drainage facilities and related appurtenances (collectively, the "Facilities") and allowing the flow of water on, over and across the following described property of the Grantor, to wit:

   Being all those certain tracts, piece or parcels of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and accompanying sketches in **Exhibit A (Parcel E1) and Exhibit B (Parcel E2)** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities and allowing the flow of water on, over and across the Easement.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

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

7. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ___ day of _____, 2019.

GRANTOR:

COUNTY OF WILLIAMSON, TEXAS

By:_____
Bill Gravell, Jr. County Judge

**Acknowledgment**

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

This instrument was acknowledged before me on this the ___ day of _____, 2019, by Bill Gravell, Jr., County Judge of the County of Williamson, Texas.

_____
Notary Public, State of Texas

**APPROVED, AS TO FORM:**

_____
James Kachelmeyer, Asst. City Attorney

**EXHIBIT** A

**County:** Williamson
**Parcel No.:** Drainage Easement 1
**Highway:** Williamson County South Inner Loop

## DRAINAGE EASEMENT

DESCRIPTION OF A 0.0233 ACRE (1,014 SQ. FT.) EASEMENT, LOCATED IN THE ADDISON, W. SURVEY, SECTION NO. 2, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 103.5913 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO WILLIAMSON COUNTY, RECORDED IN VOLUME 2332, PAGE 144 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), SAID 0.0233 ACRE (1,014 SQ. FT.) EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at the corner of the south line of Bellmont Drive as recorded in the Berry Creek Subdivision Section 8 as recorded in document number 2000023853 Official Public Records of Williamson County Texas (O.P.R.W.C.TX.), and the of east margin of South Inner Loop Boulevard as recorded in a deed as Williamson County public right-of-way, recorded in Document No. 1995007267, D.R.W.C.TX. (no right of way width defined), from which bears N 19°54'22" E a 1/2-inch iron rod found, (surface coordinates= N:10204525.40, E:3142951.83), at a distance of 0.24 feet.

**THENCE** S 01°21'15" W with the east margin of said South Inner Loop Boulevard and the west line of said Berry Creek Subdivision Section 8, a distance of 348.42 feet to the south west corner of said Berry Creek Subdivision Section 8, and point being in the north line of a said 103.5913 acres tract;

**THENCE** N 68°40'03 E with the south line of said Berry Creek Subdivision Section 8 and the north line of said 103.5913 acre tract a distance of 14.10 feet same point being in the margin of said South Inner Loop Boulevard (width undefined);

**THENCE** S 01°23'44" W along the east margin of said South Inner Loop Boulevard 33.84 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for corner, (surface coordinates= N:10204148.16, E:3142955.82) and the **POINT OF BEGINNING** for the northwest corner of the easement described herein;

**1) THENCE** N 71°54'13" E, departing the east margin of said South Inner Loop Boulevard, for a distance of 22.59 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for the northeast corner of the easement described herein;

**2) THENCE** S 01°23'44" W, a distance of 43.71 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for corner;

**3) THENCE** S 71°53'55" W, a distance of 17.29 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for corner;

**4) THENCE** S 01°23'44" W, a distance of 17.48 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for the southeast corner of the easement described herein;

**5) THENCE** N 88°05'26" W, a distance of 5.00 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", point being in the east margin of said South Inner Loop Boulevard and the southwest corner of the easement described herein;

**6) THENCE** N 01°23'44" E, along the east margin of said South Inner Loop Boulevard, a distance of 59.37 feet to the **POINT OF BEGINNING** and containing 0.0233 acre (1,014 sq. ft.) of land, more or less.;

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

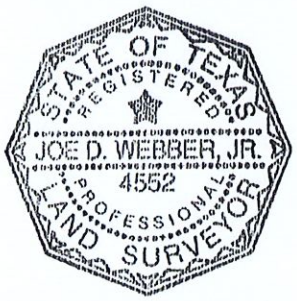
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Joe D. Webber, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 21st day of January, 2016.

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

1-21-16
Joe D. Webber, Jr.
Registered Professional Land Surveyor
Texas No. 4552



## LEGEND

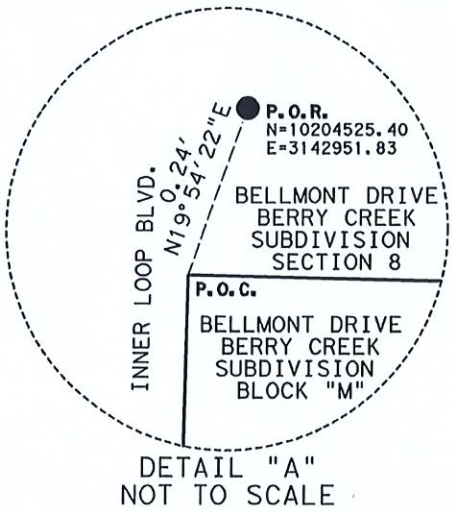
| | |
|---|---|
| ○ | 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW" UNLESS NOTED |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ▲ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| P.C. | POINT OF CURVATURE |
| P.T. | POINT OF TANGENCY |
| P.I. | POINT OF INTERSECTION |
| N.T.S. | NOT TO SCALE |
| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| D.R.W.C.TX. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |

20 0 10 20

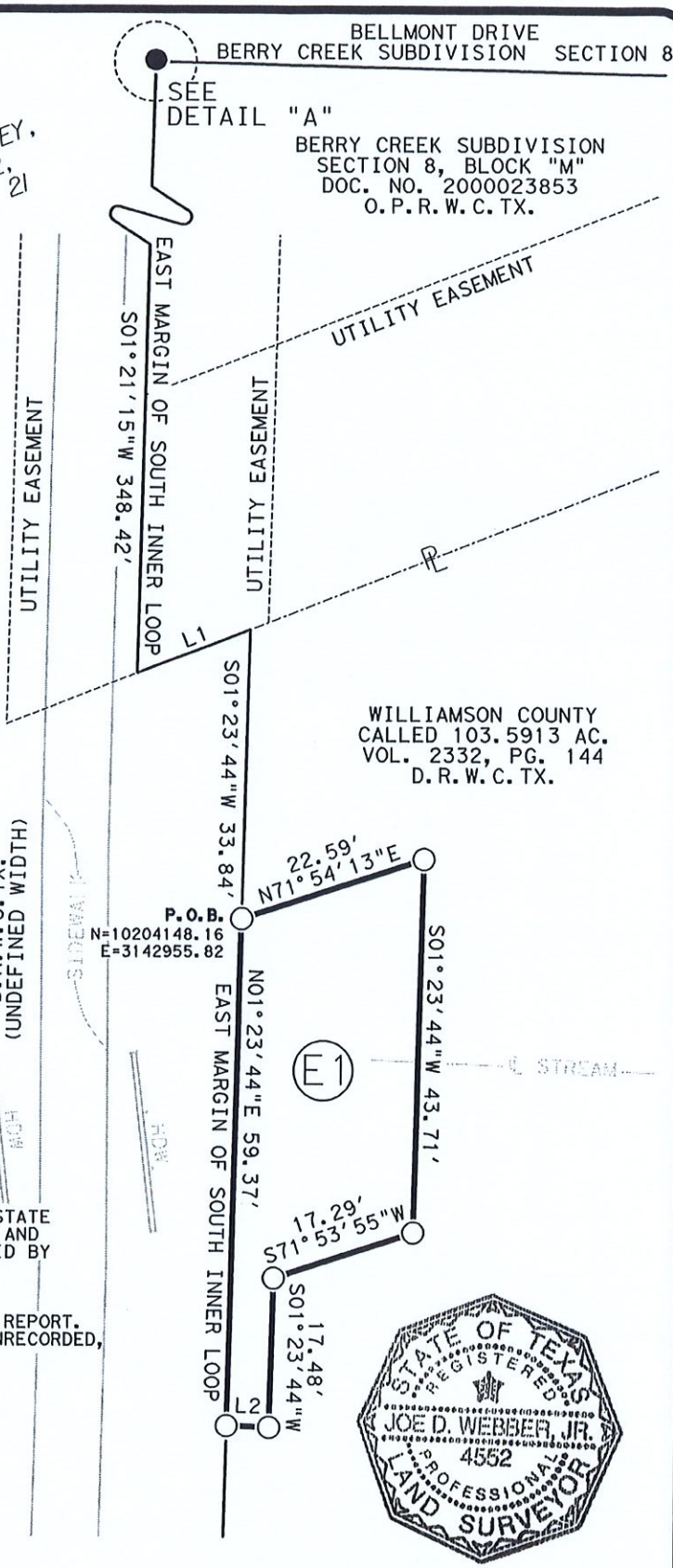
GRAPHIC SCALE
SCALE: 1" = 20'
WILLIAMSON COUNTY, TEXAS

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N68°40'03"E | 14.10' |
| L2 | N88°05'26"W | 5.00' |




DETAIL "A"
NOT TO SCALE




NOTES:
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

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

JOE D. WEBBER, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4552, STATE OF TEXAS

1-21-16
DATE

STATE OF TEXAS
REGISTERED
JOE D. WEBBER, JR.
4552
PROFESSIONAL
LAND SURVEYOR

FILE:J:\1014035044\100\Survey\06Plats\EASEMENTS\EASEMENT_1.dgn


REF. FIELD NOTE NO. 30695

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

WILLIAMSON COUNTY, TX.
EASEMENT SKETCH
SHOWING EASEMENT OF
E1_DRAINAGE
0.0233 AC. (1,014 SQ. FT.)

**EXHIBIT B**

**County:** Williamson
**Parcel No.:** Drainage Easement 2
**Highway:** Williamson County South Inner Loop

## DRAINAGE EASEMENT

DESCRIPTION OF A 0.1386 ACRE (6,036 SQ. FT.) EASEMENT, LOCATED IN THE ADDISON, W. SURVEY, SECTION NO. 2, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 103.5913 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO WILLIAMSON COUNTY, RECORDED IN VOLUME 2332, PAGE 144 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), SAID 0.1386 ACRE (6,036 SQ. FT.) EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW", (surface coordinates= N:10202439.30, E:3142882.79), set on the east margin of South Inner Loop Boulevard as recorded in a deed as Williamson County public right-of-way, recorded in Document No. 1995007267, D.R.W.C.TX., for the southwest corner of the easement described herein and the beginning of a curve, from which bears S 18°01'44" W 174.20 feet to a 1/2-inch iron rod found, (surface coordinates= N:10202405.64, E:3142845.37) for the northeast corner of City of Georgetown tract called 5.24 acres as recorded in document number 2005099448 Official Public Records of Williamson County Texas, and marking the beginning of a curve to the left;

**1) THENCE** with a curve to the left, and said east margin of South Inner Loop Boulevard, an Arc distance of 37.37 feet, a Central angle of 01°06'35", a Radius of 1,929.20 feet, and a Chord that bears N 02°11'44" E, a distance of 37.37 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for corner;

**2) THENCE** N 01°29'17" E, continuing along said east margin of South Inner Loop Boulevard a distance of 293.61 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for the northwest corner of the easement described herein;

**3) THENCE** S 88°05'26" E, leaving said east margin of South Inner Loop Boulevard a distance of 10.00 feet to a cut "X" set in concrete for the northeast corner of the easement described herein;

**4) THENCE** S 01°29'17" W, a distance of 115.60 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for an interior ell corner of the easement described herein;

**5) THENCE** N 53°45'26" E, a distance of 57.84 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for corner;

**6) THENCE** S 12°07'06" E, a distance of 46.16 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for corner;

**7) THENCE** S 53°45'25" W, a distance of 71.57 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for an interior ell corner of the easement described herein;

**8) THENCE** S 01°29'17" W, a distance of 124.72 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for the corner and the beginning of a curve;

**9) THENCE** with a curve to the right an Arc distance of 37.58 feet, through a Central angle of 01°06'38", having a Radius of 1,939.20 feet, and a Chord that bears S 02°11'44" W, a Distance of 37.58 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for the southeast corner of the easement described herein;

**10) THENCE** N 87°11'52" W, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.1386 acre (6,036 sq. ft.) of land, more or less.;

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

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

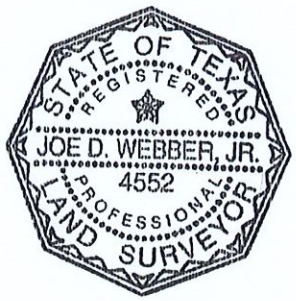
That I, Joe D. Webber, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 21th day of January, 2016.

1-21-16

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

Joe D. Webber, Jr.
Registered Professional Land Surveyor
No. 4552-State of Texas



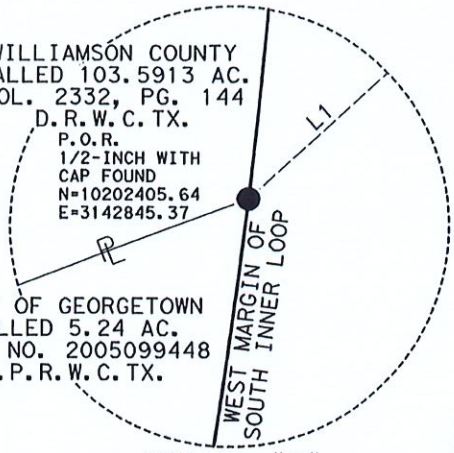
## LEGEND

| | |
|---|---|
| ○ | 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW" UNLESS NOTED |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ▲ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| P.C. | POINT OF CURVATURE |
| P.T. | POINT OF TANGENCY |
| P.I. | POINT OF INTERSECTION |
| N.T.S. | NOT TO SCALE |
| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| D.R.W.C.TX. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |

N

40 0 20 40

GRAPHIC SCALE
SCALE: 1" = 40'
WILLIAMSON COUNTY, TEXAS



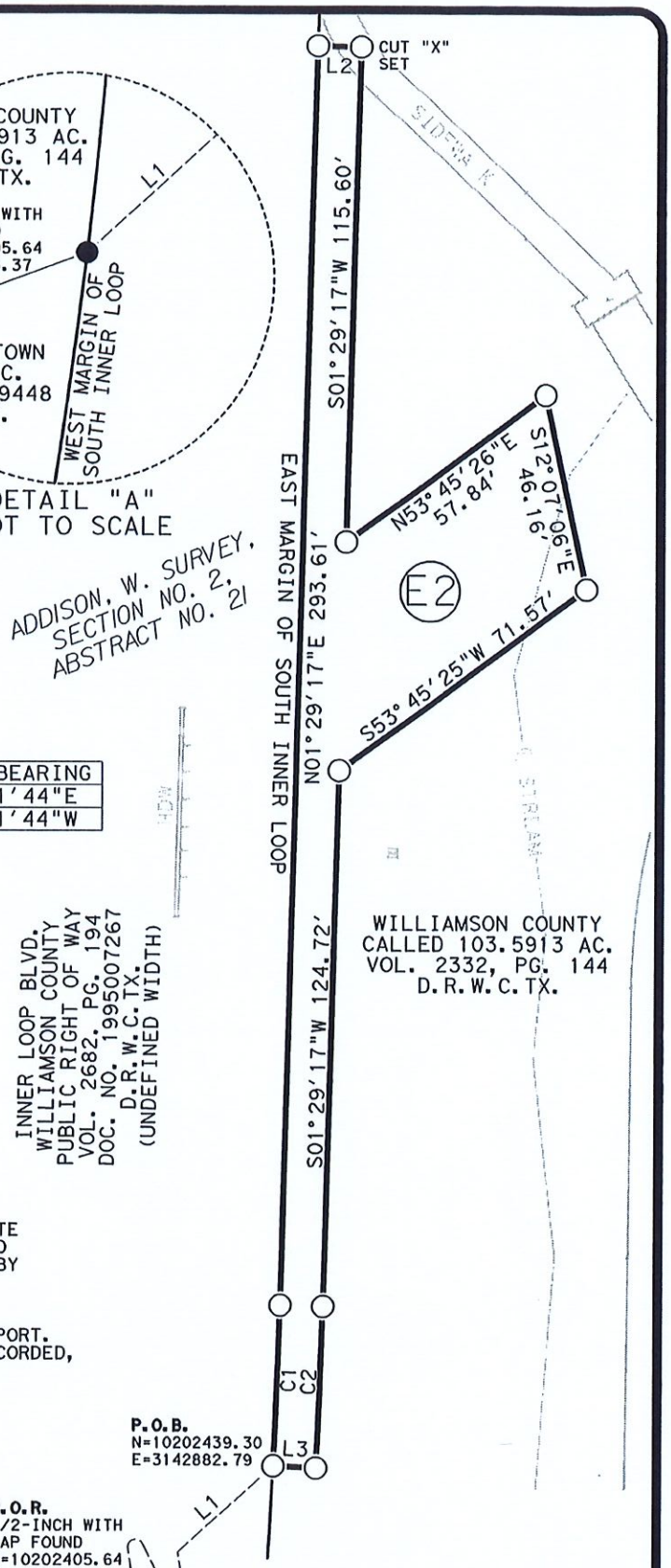

DETAIL "A"
NOT TO SCALE

### LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | S18°01'44"W | 174.20' |
| L2 | S88°05'26'E | 10.00' |
| L3 | N87°11"52'W | 10.00' |

### CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 01°06'35" | 1,929.20' | 37.37' | 37.37' | N02°11'44"E |
| C2 | 01°06'38" | 1,939.20' | 37.58' | 37.58' | S02°11'44"W |




NOTES:
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

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

JOE D. WEBBER, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4552, STATE OF TEXAS

1-21-16
DATE

FILE:J:\1014035044\100\Survey\06Plats\EASEMENTS\EASEMENT_2.dgn


REF. FIELD NOTE NO. 30696

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

WILLIAMSON COUNTY, TX.
EASEMENT SKETCH
SHOWING EASEMENT OF
E2_DRAINAGE
0.1386 AC. (6,036 SQ. FT.)

# DRAINAGE EASEMENT

Georgetown Inner Loop at Central Maintenance Facility

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

This instrument is made on the _____ day of _____, 2019 between COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns a non-exclusive easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of public drainage facilities and related appurtenances (collectively, the "Facilities") and allowing the flow of water on, over and across the following described property of the Grantor, to wit:

   > Being all those certain tracts, piece or parcels of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and accompanying sketches in **Exhibit A (Parcel E3)** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities and allowing the flow of water on, over and across the Easement.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

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

7. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ___ day of _____, 2019.

GRANTOR:

COUNTY OF WILLIAMSON, TEXAS

By:_____
Bill Gravell, Jr., County Judge

**Acknowledgment**

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

This instrument was acknowledged before me on this the ___ day of _____, 2019, by Bill Gravell, Jr., County Judge of the County of Williamson, Texas.

_____
Notary Public, State of Texas

**APPROVED, AS TO FORM:**

_____
James Kachelmeyer, Asst. City Attorney

**EXHIBIT A**

**County:** Williamson
**Parcel No.:** Drainage Easement 3
**Highway:** Williamson County South Inner Loop

**DRAINAGE EASEMENT**

DESCRIPTION OF A 0.308 ACRE (13,407 SQ. FT.) EASEMENT, LOCATED IN THE ADDISON, W. SURVEY, SECTION NO. 2, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 103.5913 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO WILLIAMSON COUNTY, RECORDED IN VOLUME 2332, PAGE 144 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), SAID 0.308 ACRE (13,407 SQ. FT.) EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found, (Grid Coordinates= N:10201098.67, E:3142376.20) for the northeast corner of LCRA Transmission Services Corporation tract called 5.24 acres, as recorded in Document No. 2014056419 Official Public Records of Williamson County Texas, (O.P.R.W.C.TX.), marking the beginning of a curve to the left and being in the west margin of South Inner Loop Boulevard, (Blvd.), as recorded in a deed as Williamson County public right-of-way, recorded in Document No. 1995007267, D.R.W.C.TX;

**THENCE** with a said curve to the left, and the west margin of South Inner Loop Blvd., an Arc distance of 64.65 feet, a Central angle of 02°04'02", a Radius of 1,791.75 feet, and a Chord that bears N 05°29'14" E, a distance of 64.64 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", (Grid Coordinates= N:10201163.01, E:3142382.37) for the **POINT OF BEGINNING** and the southeast corner of the easement described herein;

1) **THENCE** N 85°19'46" W, departing the west margin of said South Inner Loop Blvd., for a distance of 10.00 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for the southwest corner of the easement described herein, said point being the beginning of a curve to the left;

2) **THENCE** with said curve to the left, an Arc distance of 66.47 feet, a Central angle of 02°08'15", having a Radius of 1,781.75 feet, and a Chord that bears N 03°23'02" E, a distance of 66.46 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" for a corner of the easement described herein;

3) **THENCE** N 87°41'06" W, a distance of 8.82 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

4) **THENCE** N 01°29'17" E, a distance of 46.99 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

5) **THENCE** N 88°30'43" W, a distance of 10.00 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

6) **THENCE** N 01°29'17" E, a distance of 87.23 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**7) THENCE** S 88°30'43" E, a distance of 10.00 feet to a 1/2-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**8) THENCE** N 01°29'17" E, a distance of 18.44 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**9) THENCE** N 01°29'17" E, a distance of 64.91 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**10) THENCE** S 88°30'43" E, a distance of 9.00 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**11) THENCE** N 01°29'17" E, a distance of 238.46 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**12) THENCE** N 04°13'21" W, a distance of 50.25 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**13) THENCE** N 01°29'17" E, a distance of 20.20 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**14) THENCE** N 07°11'55" E, a distance of 50.25 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**15) THENCE** N 01°29'17" E, a distance of 45.33 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**16) THENCE** N 88°30'43" W, a distance of 20.27 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for a corner of the easement described herein;

**17) THENCE** N 01°29'07" E, a distance of 110.39 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", for the northwest corner of the easement described herein;

**18) THENCE** S 88°36'16" E, a distance of 30.27 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW" on the west margin of said South Inner Loop Blvd., for the northeast corner of the easement described herein;

**19) THENCE** S 01°29'17" W, continuing with the west margin of said South Inner Loop Blvd., a distance of 706.41 feet to a 1/2-inch iron rod set with an aluminum cap stamped "WILLIAMSON COUNTY ROW", said point being the beginning of a curve to the right;

**20) THENCE** with said curve to the right, an Arc distance of 92.74 feet, a Central angle of 02°57'56", having a Radius of 1,791.75 feet, and a Chord that bears S 02°58'15" W, a distance of 92.73 feet to the **POINT OF BEGINNING**, and containing 0.308 acre (13,407 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

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

That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 7th day of August, 2017.

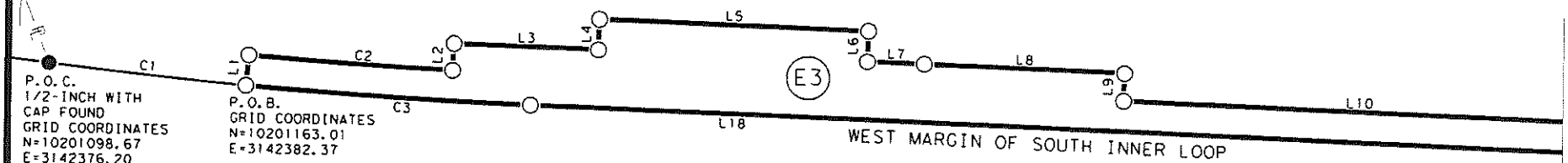
SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

LCRA TRANSMISSION
SERVICES CORPORATION
CALLED 5.24 AC.
DOC. NO. 2014056419
O.P.R.W.C.TX.

WILLIAMSON COUNTY
CALLED 103.5913 AC.
VOL. 2332, PG. 144
D.R.W.C.TX.

Z




ADDISON W. SURVEY,
SECTION NO. 2,
ABSTRACT NO. 21

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N85°19'46"W | 10.00' |
| L2 | N87°41'06"W | 8.82' |
| L3 | N01°29'17"E | 46.99' |
| L4 | N88°30'43"W | 10.00' |
| L5 | N01°29'17"E | 87.23' |
| L6 | S88°30'43"E | 10.00' |
| L7 | N01°29'17"E | 18.44' |
| L8 | N01°29'17"E | 64.91' |
| L9 | S88°30'43"E | 9.00' |
| L10 | N01°29'17"E | 238.46 |

INNER LOOP BLVD.
WILLIAMSON COUNTY
PUBLIC RIGHT OF WAY
VOL. 2682, PG. 194
DOC. NO. 1995007267
D.R.W.C.TX.
(UNDEFINED WIDTH)

MATCH SHEET 5 OF 5

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 02°04'02"LT | 1,791.75' | 64.65' | 64.64' | N05°29'14"E |
| C2 | 02°08'15"LT | 1,781.75' | 66.47' | 66.46' | N03°23'02"E |
| C3 | 02°57'56"RT | 1,791.75' | 92.74' | 92.73' | S02°58'15"W |

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

FILE:J:\1014035044\100\Survey\06Plats\EASEMENTS\EASEMENT_3_R1.dgn REF. FIELD NOTE NO. 30697



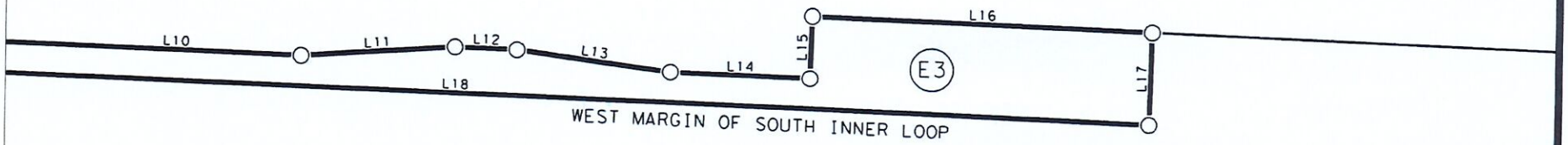
SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

WILLIAMSON COUNTY, TX.
EASEMENT SKETCH
SHOWING EASEMENT OF
E3_DRAINAGE
0.308 AC. (13,407 SQ. FT.)

MATCH SHEET 4 OF 5

N

WILLIAMSON COUNTY
CALLED 103.5913 AC.
VOL. 2332, PG. 144
D.R.W.C.TX.




## LEGEND

| | |
|---|---|
| ○ | 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW" UNLESS NOTED |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ▲ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| P.C. | POINT OF CURVATURE |
| P.T. | POINT OF TANGENCY |
| P.I. | POINT OF INTERSECTION |
| N.T.S. | NOT TO SCALE |
| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| D.R.W.C.TX. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |

STATE OF TEXAS
REGISTERED
WILLIAM R. HERRING
6355
PROFESSIONAL
LAND SURVEYOR

ADDISON W. SURVEY, SECTION NO. 2, ABSTRACT NO. 21

INNER LOOP BLVD.
WILLIAMSON COUNTY
PUBLIC RIGHT OF WAY
VOL. 2682, PG. 194
DOC. NO. 1995007267
D.R.W.C.TX.
(UNDEFINED WIDTH)

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L11 | N04°13'21"W | 50.25' |
| L12 | N01°29'17"E | 20.20' |
| L13 | N07°11'55"E | 50.25' |
| L14 | N01°29'17"E | 45.33' |
| L15 | N88°30'43"W | 20.27' |
| L16 | N01°29'07"E | 110.39 |
| L17 | S88°36'16"E | 30.27' |
| L18 | S01°29'17"W | 706.41' |

NOTES:
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

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

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/7/2017
DATE

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

FILE:J:\1014035044\100\Survey\06Plats\EASEMENTS\EASEMENT_3_2.dgn



REF. FIELD NOTE NO. 30697

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

WILLIAMSON COUNTY, TX.
EASEMENT SKETCH
SHOWING EASEMENT OF
E3_DRAINAGE
0.308 AC. (13,407 SQ. FT.)

# DEED WITHOUT WARRANTY

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

**Date:** _____, 20__

**Grantor:** WILLIAMSON COUNTY, a Texas political subdivision

**Grantor's Mailing Address:**

WILLIAMSON COUNTY
c/o Bill Gravell Jr., County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626
Williamson County

**Grantee:** CITY OF GEORGETOWN, a Texas political subdivision

**Grantee's Mailing Address:**

CITY OF GEORGETOWN
c/o David Morgan, City Manager
113 E. 8th Street
Georgetown, Texas 78626
Williamson County

**Consideration:**

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

**Property (including any improvements):**

See Exhibit "A" & "B", attached hereto and incorporated herein for all intents and purposes.

**Reservations from and Exceptions to Conveyance:**

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor, for the Consideration, the receipt and sufficiency of which is hereby acknowledged and for which no lien is retained, either expressed or implied, does hereby grant, sell, and convey to Grantee the Property.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging unto Grantee, its successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

IN WITNESS WHEREOF, this Deed Without Warranty is executed by Grantor this the ____ day of _____, 20__.

**GRANTOR:**

WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas

By:_____
BILL GRAVELL JR.
County Judge

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on the ____ day of _____, 20__, by Bill Gravell Jr., as County Judge, on behalf of said county.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

**Parcel:** 1
**County:** Williamson
**Project:** Inner Loop

**EXHIBIT A**
**PROPERTY DESCRIPTION**

DESCRIPTION OF A 2.723 ACRE (118,632 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY ABSTRACT NO. 21, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 10.00 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006086736, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.723 ACRE (118,632 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod with plastic cap stamped "WILCO" found, 501.58 feet left of proposed Inner Loop baseline station 92+41.50, being the westerly corner of said 10.00 acre tract, same being in the easterly boundary line of that called 11.401 acre tract of land (Tract "D" former M.K. & T. Railroad) conveyed to the City of Georgetown by instrument recorded in Volume 1493, Page 896 of the Official Records of Williamson County, Texas, also being an angle point in the westerly boundary line of the remainder of that called 179.2993 acres of land conveyed to County Judge John Doerfler (Williamson County) by instrument recorded in Document No. 199975478 of the Official Public Records of Williamson County, Texas;

**THENCE,** departing said remainder of 179.2993 acre boundary line, with the common boundary line of said 10.00 acre tract and said 11.401 acre tract, S 28°09'44" E for a distance of 229.47 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set in the proposed Right-of-Way (ROW) line of Inner Loop, 299.77 feet left of proposed Inner Loop baseline station 91+32.28, for the westerly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE,** departing said 11.401 acre boundary line, through the interior of said 10.00 acre tract, with said proposed ROW line, the following five (5) courses:

1) **N 51°22'34" E** for a distance of **409.96** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set, 173.34 feet left of proposed Inner Loop baseline station 95+22.26, for an angle point;

2) **S 56°42'05" E** for a distance of **83.60** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set, 89.75 feet left of proposed Inner Loop baseline station 95+22.43, for an ell corner;

3) **N 33°17'55" E** for a distance of **501.42** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set, 90.75 feet left of proposed Inner Loop baseline station 100+23.85, for an ell corner;

4) **N 56°15'14" W** for a distance of **10.00** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set, 100.75 feet left of proposed Inner Loop baseline station 100+23.90, for an ell corner;

5) **N 33°17'55" E** for a distance of **44.53** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set, 100.84 feet left of proposed Inner Loop baseline station 100+68.44, being the common boundary line of said 10.00 acre tract, and said remainder of the 179.2993 acre tract, for the most northerly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "WILCO" found, being the most northerly corner of said 10.00 acre tract, same being an ell corner in the boundary line of said remainder of the 179.2993 acre tract bears, N 56°39'45" W at a distance of 402.32 feet;

**THENCE,** departing said proposed ROW line, with the common boundary line of said 10.00 acre tract and said remainder of 179.2993 acre tract, the following two (2) courses:

6) **S 56°39'45" E** for a distance of **44.12** feet to a calculated angle point;

7) **S 11°38'34" E** for a distance of **21.23** feet to a 1/2" iron rod with plastic cap stamped "WILCO" found, being the most easterly corner of said 10.00 acre tract, same being in the existing northerly ROW line of Inner Loop (ROW width varies), for the most easterly corner of the herein described tract;

**THENCE,** departing said remainder of 179.2993 acre tract, with the common boundary line of said 10.00 acre tract and said existing northerly ROW line of Inner Loop, the following two (2) courses:

8) **S 33°17'44" W** for a distance of **725.87** feet to a calculated point of curvature to the right;

9) along said curve to the right, having a delta angle of **10°43'07"**, a radius of **1720.00** feet, an arc length of **321.77** feet, and a chord which bears **S 38°39'17" W** for a distance of **321.30** feet to a 3/8" iron rod found (bent), being the easterly boundary line of that called 38.069 acre tract of land (Parcel 6, Exhibit A, former M.K. & T. Railroad) conveyed to the City of Georgetown by instrument recorded in Volume 1970, Page 497 of the Official Records of Williamson County, Texas, for the most southerly corner of the herein described tract;

10) **THENCE,** departing said existing northerly ROW line of Inner Loop, with the common boundary line of said 10.00 acre tract, said 38.069 acre tract and said 11.401 acre tract, **N 28°09'44" W,** pass at an approximate distance of 221.88 feet, the common corner of said 38.069 acre tract and said 11.401 acre tract, and continuing for a total distance of **261.78** feet to the **POINT OF BEGINNING,** containing 2.723 acres (118,632 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

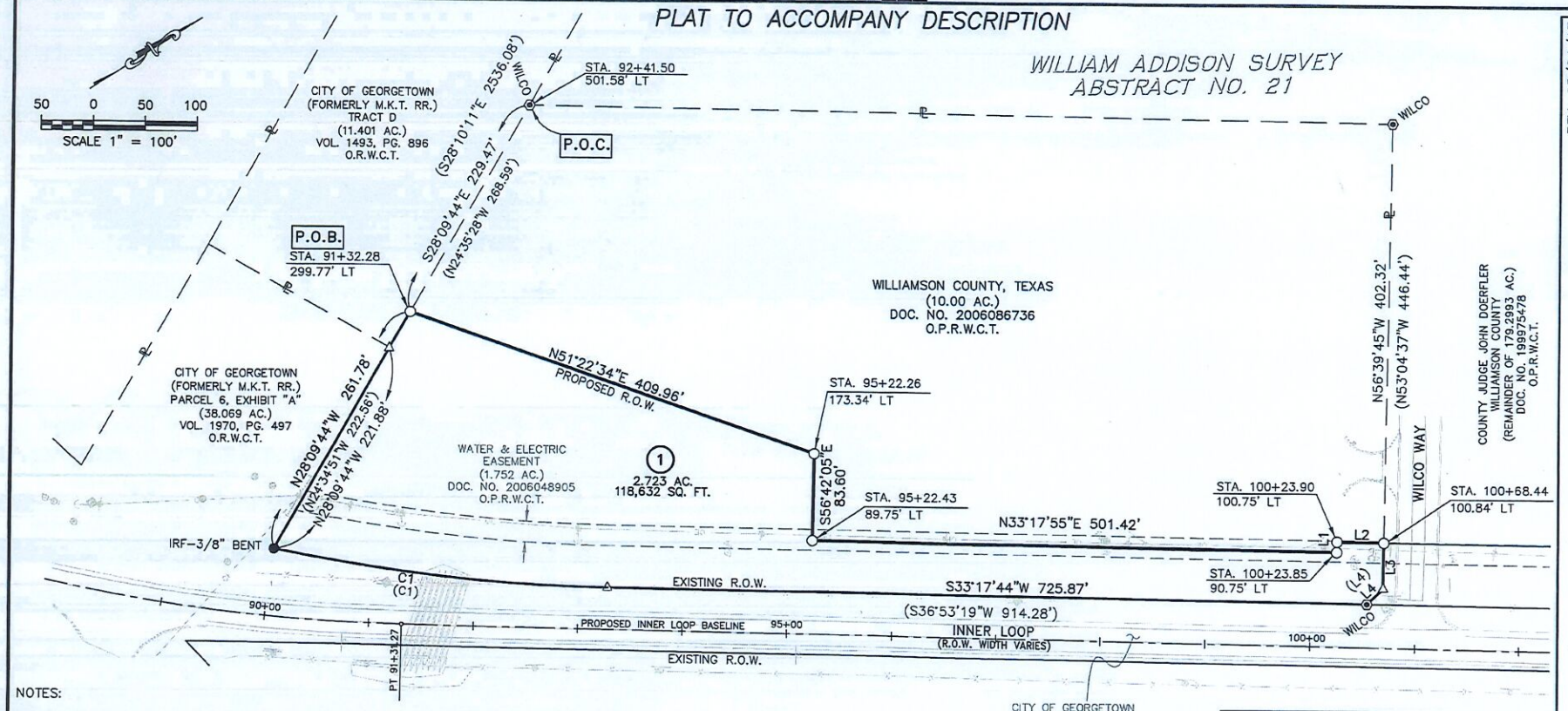
M. Stephen Truesdale 2 Jun 2017

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road Suite 103
Round Rock, TX 78681
512-238-1200

S:_RTG\INNER LOOP\PARCELS\PARCEL 1-WILCO\05-19-17\PARCEL 1-WILLIAMSON COUNTY-2.723 AC-REV.doc

# EXHIBIT ___

## PLAT TO ACCOMPANY DESCRIPTION




REV: 05/24/17

PAGE 3 OF 3

PARCEL 1
2.723 ACRES
118,632 SQ. FT.

NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 2/10/2017

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

| NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N56°15'14"W | 10.00' |
| L2 | N33°17'55"E | 44.53' |
| L3 | S56°39'45"E | 44.12' |
| L4 | S11°38'34"E | 21.23' |
| (L4) | (S08°03'26"E) | (21.23') |

| NUMBER | DELTA | RADIUS | LENGTH | CHORD LENGTH | CHORD DIRECTION |
|---|---|---|---|---|---|
| C1 | 10°43'07" | 1720.00' | 321.77' | 321.30' | S38°39'17"W |
| (C1) | | (1720.00') | (321.15') | (320.68') | (S38°39'30"W) |

### LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FND |
| △ | CALCULATED POINT |
| ▣ | IRON ROD FOUND W/ COG-ROW ALUMINUM CAP |
| ◉ | IRON ROD FOUND W/ CAP |
| ○ | IRON ROD SET W/ COG-ROW ALUMINUM CAP UNLESS NOTED OTHERWISE |
| ℄ | PROPERTY LINE |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| ( ) | RECORD INFORMATION |

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION | 2.723 | 118,632 |
| CALC/DEED AREA | 10.00 | 435,600 |
| REMAINDER AREA | 7.277 | 316,968 |

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

S:_RTG\INNER LOOP\PARCELS\PARCEL 1-WILCO\05-19-17\PARCEL 1-WILCO-2.723 AC-REV.dwg

Parcel: 2
County: Williamson
Project: Inner Loop

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 5.728 ACRE (249,514 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY ABSTRACT NO. 21, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 179.2993 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO COUNTY JUDGE JOHN DOERFLER (WILLIAMSON COUNTY) RECORDED IN DOCUMENT NO. 199975478, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.728 ACRE (249,514 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod with aluminum cap stamped "COG-ROW" found, being in the common boundary line of the remainder of said 179.2993 acre tract, and the existing westerly Right-of-Way (ROW) of Southwestern Blvd. (ROW width varies), 263.02 feet left of proposed Inner Loop baseline station 126+32.55;

**THENCE,** with the common boundary line of the remainder of said 179.2993 acre tract and said westerly ROW line of Southwestern Blvd., **S 44°46'20" E** for a distance of **176.44** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set in the proposed northerly ROW line of said Inner Loop, 99.97 feet left of proposed Inner Loop baseline station 126+94.40, for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE,** departing said proposed northerly ROW line, continuing with said common boundary line, the following two (2) courses:

1) **S 44°46'20" E** for a distance of **21.52** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" found, for an angle point;

2) **S 13°41'18" W** for a distance of **48.95** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" found, being the point of intersection of said existing westerly ROW line of Southwestern Blvd. and the existing northerly ROW line of Inner Loop (ROW width varies), for the most easterly corner of the herein described tract;

**THENCE,** departing said existing westerly ROW line of Southwestern Blvd., with the common boundary line of the remainder of said 179.2993 acre tract and said existing northerly ROW line of Inner Loop, the following six (6) courses:

3) along a curve to the left, having a delta angle of **03°43'26**, a radius of **1588.00** feet, an arc length of **103.21** feet, and a chord which bears **S 67°16'12" W** for a distance of **103.19** feet to a calculated point of tangency, and from which a 1/2" iron rod found bears N 51°33'05" E at a distance of 0.68 feet;

4) **S 65°24'29" W** for a distance of **405.70** feet to a 1/2" iron rod found, for a point of curvature to the left;

5) along said curve to the left, having a delta angle of **25°50'04**, a radius of **1588.00** feet, an arc length of **716.02** feet, and a chord which bears **S 52°29'27" W** for a distance of **709.97** feet to a calculated point of tangency;

6) **S 39°34'29" W** for a distance of **1059.40** feet to a 1/2" iron rod found, for a point of curvature to the left;

7) along said curve to the left, having a delta angle of **06°16'33**, a radius of **1588.00** feet, an arc length of **173.94** feet, and a chord which bears **S 36°26'12" W** for a distance of **173.85** feet to a 1/2" iron rod found, for a point of tangency;

8) **S 33°17'44" W** for a distance of **188.41** feet to a 1/2" iron rod with plastic cap stamped "WILCO" found, being the most easterly corner of that called 10.00 acre tract of land conveyed to Williamson County, Texas by instrument recorded in Document No. 2006086736 of the Official Public Records of Williamson, County, Texas, for the most southerly corner herein described tract;

**THENCE,** departing the existing northerly right-of-way line of said Inner Loop, with the common boundary line of said 10.00 acre tract and the remainder of said 179.2993 acre tract, the following two (2) courses:

9) N 11°38'34" W for a distance of 21.23 feet to a calculated angle point;

10) N 56°39'45" W for a distance of 44.12 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set in the proposed northerly ROW line of said Inner Loop, 100.84 feet left of proposed Inner Loop baseline station 100+68.44, for an ell corner of the herein described tract, and from which the most northerly corner of said 10.00 acre tract bears N 56°39'45" W at a distance of 402.32 feet;

**THENCE,** departing said 10.00 acre tract, through the interior of the remainder of said 179.2993 acre tract, with the proposed northerly ROW line of said Inner Loop, the following eighteen (18) courses:

11) N 33°17'55" E for a distance of 173.38 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 101.20 feet left of proposed Inner Loop baseline station 102+41.44, for a point of curvature to the right;

12) along said curve to the right, having a delta angle of 06°16'45, a radius of 1648.00 feet, an arc length of 180.61 feet, and a chord which bears N 36°26'43" E for a distance of 180.52 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 100.09 feet left of proposed Inner Loop baseline station 104+13.36, for a point of non-tangency;

13) N 50°36'03" W for a distance of 10.00 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 110.09 feet left of proposed Inner Loop baseline station 104+13.50, for an ell corner;

14) N 39°33'30" E for a distance of 623.04 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 110.24 feet left of proposed Inner Loop baseline station 110+34.53, for an ell corner;

15) N 50°26'30" W for a distance of 20.00 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 130.24 feet left of proposed Inner Loop baseline station 110+34.51, for an angle point;

16) N 17°28'19" W for a distance of 93.28 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 208.54 feet left of proposed Inner Loop baseline station 110+85.21, for an ell corner;

17) N 67°28'07" E for a distance of 66.17 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 177.62 feet left of proposed Inner Loop baseline station 111+43.70, for an ell corner;

18) N 12°26'10" W for a distance of 323.07 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 432.34 feet left of proposed Inner Loop baseline station 113+42.42, for an angle point;

19) N 83°49'40" E for a distance of 155.29 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 324.03 feet left of proposed Inner Loop baseline station 114+53.71, for an angle point;

20) S 50°26'30" E for a distance of 165.24 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 158.79 feet left of proposed Inner Loop baseline station 114+53.84, for an ell corner;

21) N 40°38'03" E for a distance of 56.25 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 158.23 feet left of proposed Inner Loop baseline station 115+06.45, for an ell corner;

22) S 49°06'45" E for a distance of 47.60 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 110.63 feet left of proposed Inner Loop baseline station 115+06.48, for a point of curvature to the right;

23) along said curve to the right, having a delta angle of 03°14'14, a radius of 1658.00 feet, an arc length of 93.68 feet, and a chord which bears N 42°29'50" E for a distance of 93.67 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 110.70 feet left of proposed Inner Loop baseline station 115+93.91, for a point of non-tangency;

24) S 44°02'57" E for a distance of 10.01 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 100.70 feet left of proposed Inner Loop baseline station 115+93.62, for a point of curvature to the right;

25) along said curve to the right, having a delta angle of 21°17'12, a radius of 1648.00 feet, an arc length of 612.27 feet, and a chord which bears N 54°44'53" E for a distance of 608.75 feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set, 100.95 feet left of proposed Inner Loop baseline station 121+68.46, for a point of tangency;

26) **N 65°22'19" E** for a distance of **405.70** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set 101.41 feet left of proposed Inner Loop baseline station 125+74.09, for a point of curvature to the right;

27) along said curve to the right, having a delta angle of **04°02'30**, a radius of **1648.00** feet, an arc length of **116.26** feet, and a chord which bears **N 67°23'19" E** for a distance of **116.23** feet to a 1/2" iron rod with aluminum cap stamped "COG-ROW" set, 100.13 feet left of proposed Inner Loop baseline station 126+85.24, for a point of tangency;

28) **N 69°24'49" E** for a distance of 9.62 feet to the **POINT OF BEGINNING,** containing 5.728 acres (249,514 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

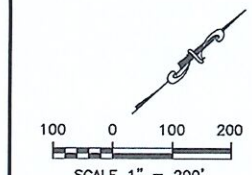
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 27 June 2017

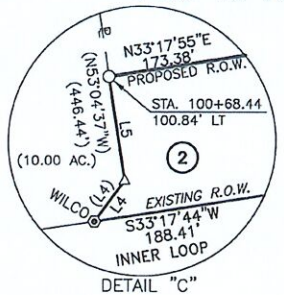
M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road Suite 103
Round Rock, TX 78681
512-238-1200

EXHIBIT ___

# PLAT TO ACCOMPANY DESCRIPTION




| NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | S44°46'20"E | 21.52' |
| L2 | S13°41'18"W | 48.95' |
| (L2) | (S13°41'18"W) | (48.95') |
| L3 | S33°17'44"W | 188.41' |
| (L3) | (S33°18'45"W) | |
| L4 | N11°38'34"W | 21.23' |
| (L4) | (N08°03'26"W) | (21.23') |
| L5 | N56°39'45"W | 44.12' |
| L6 | N50°36'03"W | 10.00' |
| L7 | N50°26'30"W | 20.00' |
| L8 | N17°28'19"W | 93.28' |
| L9 | N67°28'07"E | 66.17' |
| L10 | N40°38'03"E | 56.25' |
| L11 | S49°06'45"E | 47.60' |
| L12 | S44°02'57"E | 10.01' |
| L13 | N69°24'49"E | 9.62' |
| L14 | S44°46'20"E | 176.44' |
| (L15) | (S44°46'20"E) | (197.96') |



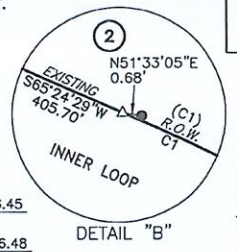

DETAIL "C"

## WILLIAM ADDISON SURVEY ABSTRACT NO. 21

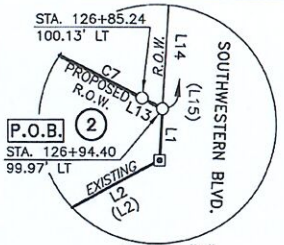
COUNTY JUDGE JOHN DOERFLER
WILLIAMSON COUNTY
(REMAINDER OF 179.2993 AC.)
DOC. NO. 199975478
O.P.R.W.C.T.

## LEGEND

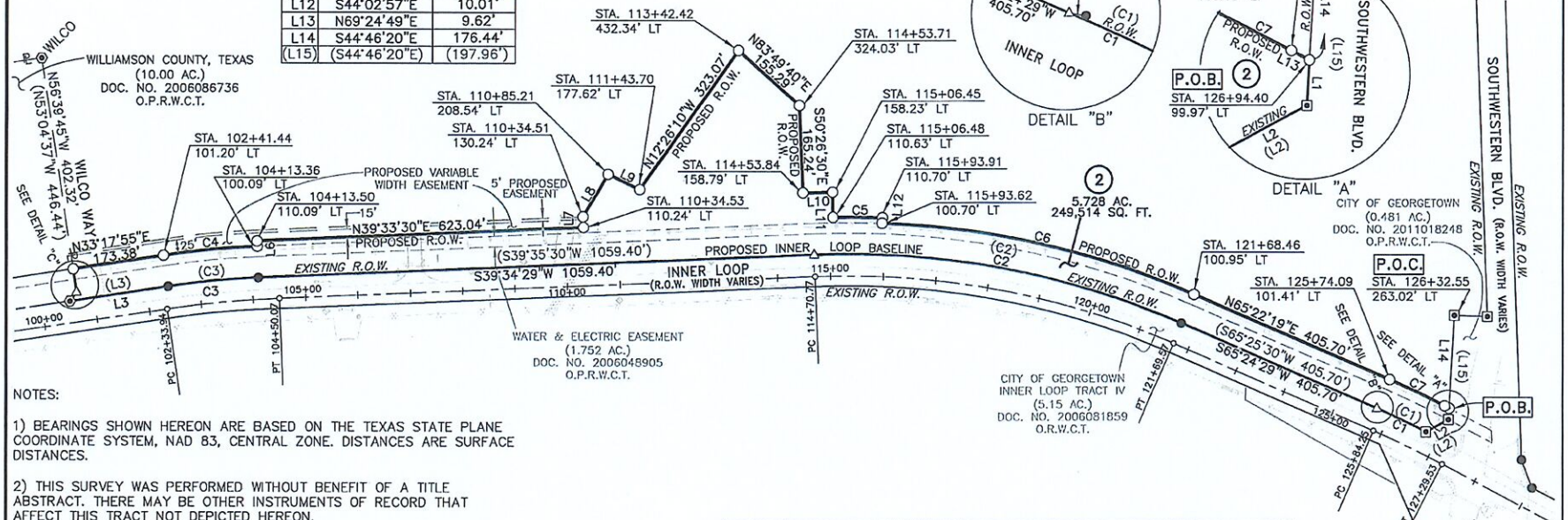
| | |
|---|---|
| ● | 1/2" IRON ROD FND |
| △ | CALCULATED POINT |
| ▣ | IRON ROD FOUND W/ COG-ROW ALUMINUM CAP |
| ◉ | IRON ROD FOUND W/ CAP |
| ○ | IRON ROD SET W/ COG-ROW ALUMINUM CAP UNLESS NOTED OTHERWISE |
| ℄ | PROPERTY LINE |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| ( ) | RECORD INFORMATION |




DETAIL "B"




DETAIL "A"




NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 27 June 2017

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

| NUMBER | DELTA | RADIUS | LENGTH | CHORD LENGTH | CHORD DIRECTION |
|---|---|---|---|---|---|
| C1 | 03°43'26" | 1588.00' | 103.21' | 103.19' | S67°16'12"W |
| (C1) | (04°02'30") | (1588.00') | (112.02') | (112.00') | (S67°26'45"W) |
| C2 | 25°50'04" | 1588.00' | 716.02' | 709.97' | S52°29'27"W |
| (C2) | (25°50'04") | (1588.00') | (716.02') | (709.97') | (S52°30'28"W) |
| C3 | 06°16'33" | 1588.00' | 173.94' | 173.85' | S36°26'12"W |
| (C3) | (06°16'33") | (1588.00') | (173.94') | (173.85') | (S36°27'13"W) |
| C4 | 06°16'45" | 1648.00' | 180.61' | 180.52' | N36°26'43"E |
| C5 | 03°14'14" | 1658.00' | 93.68' | 93.67' | N42°29'50"E |
| C6 | 21°17'12" | 1648.00' | 612.27' | 608.75' | N54°44'53"E |
| C7 | 04°02'30" | 1648.00' | 116.26' | 116.23' | N67°23'19"E |

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION | 5.728 | 249,514 |
| CALC/DEED AREA | 168.812 | 7,353,451 |
| REMAINDER AREA | 163.084 | 7,103,937 |

REV: 06/27/17

PAGE 4 OF 4

PARCEL 2
5.728 ACRES
249,514 SQ. FT.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

S:_RTG\INNER LOOP\PARCELS\PARCEL 2-COUNTY JUDGE JOHN DOERFLER\06-27-17\PARCEL 2-COUNTY JUDGE JOHN DOERFLER-REV-TEST.dwg

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 07/16/2019

Recognition of the Tax Assessor/Collector's office by Texas Department of Motor Vehicles

**Submitted For:** Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on recognizing the Tax Assessor/Collector's office as the recipient of the Gold Level award for their participation in the Performance Quality Recognition Program of the Texas Department of Motor Vehicles.

**Background**

The Texas Department of Motor Vehicles established the Performance Quality Recognition Program (PQRP) to recognize county tax assessor/collectors that go above and beyond in complying with Texas laws, agency rules, and exceeding expected customer service.The department is charged by statute to establish standards for uniformity and service quality for counties. This program provides the best practices the department has determined to recognize county tax assessor/collectors and their offices for outstanding performance and efficiency in processing title and registration transactions. This is a voluntary multi-level recognition program available to all 254 county tax assessor/collectors. The three levels of recognition for the program are Bronze, Silver, and Gold. Each level contains criterion in the following four catergories: Business Process, Fraud Prevention, Customer Service, and Training.

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**Fiscal Impact**

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

**Attachments**

TXDMV letter

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/25/2019 03:49 PM |
| Tax Assessor (Originator) | Judy Kocian | 06/25/2019 03:52 PM |
| County Judge Exec Asst. | Andrea Schiele | 06/27/2019 08:37 AM |
| Form Started By: Judy Kocian | | Started On: 06/25/2019 03:15 PM |
| Final Approval Date: 06/27/2019 | | |

Texas Department *of* Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

March 11, 2019

The Honorable Larry Gaddes
Williamson County Tax Assessor-Collector
904 South Main
Georgetown, Texas 78626-5829

Dear Mr. Gaddes,

Congratulations! The Texas Department of Motor Vehicles (TxDMV) is pleased to award you with the Gold Level of recognition for your participation in the Performance Quality Recognition Program.

Your office is in an elite group among your peers as one of the first two offices to achieve Gold Level recognition. Your achievements in providing quality registration and titling services to the motoring public have a positive impact on your county. It is clear in reviewing your office's application that you have a culture of continuous improvement and embrace positive change.

Your TxDMV Regional Service Center manager will contact you to make arrangements for presenting you with your Gold Level recognition certificate. Congratulations on being one of the recognized tax assessor-collectors of Texas, and thank you for being "Driven to Serve!"

Sincerely,

Whitney H. Brewster

Whitney H. Brewster
Executive Director

WB:SM:JK:TT:SK

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 07/16/2019

2019 Williamson County Citizens Bond Committee Recommendation

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Review and discuss the 2019 Williamson County Citizens Bond Committee Recommendations regarding Infrastructure and whether to call a bond election for November 5, 2019.

**Background**

Carol Polumbo, Bond Counsel, of McCall Parkhurst & Horton will be available answer legal questions pertaining to a possible Bond Election. Dan Wegmiller, Financial Advisor, of Specialized Public Finance will be available to answer any financial related questions.

The recommendation from the Williamson County Citizens Bond Committee is attached.

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**Fiscal Impact**

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

**Attachments**

2019 Bond Committee Recommendation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/09/2019 01:21 PM |
| Form Started By: Julie Kiley | | Started On: 07/09/2019 12:48 PM |
| Final Approval Date: 07/09/2019 | | |

# David S. Hays
# 2912 Gabriel View
# Georgetown, Texas 78628


**June 11, 2019**

**Judge Bill Gravell, Jr.**
**Commissioner Terry Cook**
**Commissioner Cynthia Long**
**Commissioner Valerie Covey**
**Commissioner Russ Boles**

**RE: 2019 Williamson County Citizens Bond Committee Recommendations**

Dear Judge Gravell and Commissioners,

As you know, the Williamson County Commissioners Court (Commissioners Court) appointed citizen members to serve on a 2019 Williamson County Citizens Bond Committee (Committee) and charged the Committee with reviewing and analyzing infrastructure needs of Williamson County in order to make a recommendation on whether the Commissioners Court should call a bond election in November 2019 to fund road, drainage, parks and trails projects. The Committee was also asked to propose to the Commissioners Court specific road, drainage, parks and trails projects for potential funding if the Committee recommended the calling of November 2019 Bond Referendums to fund such projects.

As the Chairperson of the Committee, it is my honor to inform you the Committee has concluded four separate Williamson County precinct meetings and held a final meeting, wherein action was taken by the Committee. The Committee unanimously voted to recommend to the Commissioners Court the calling of bond elections in November 2019 to fund road, drainage, parks and trails related projects. Furthermore, the Committee has recommended the road, drainage, parks and trails projects specified in the attached candidate project lists for potential funding by bonds. The Committee's recommended road and drainage projects are estimated to cost $573,335,300 and the recommended parks and trails projects are estimated to cost $67,594,960. A detailed presentation setting forth the Committee's recommendations will be presented to the Commissioners Court at its June 18, 2019 session.

I want to close by thanking you for the opportunity to serve as the Chairperson of the Committee. It has been an honor and a privilege to have served on the Committee. I look forward to discussing the Committee's recommendations at the Commissioners Court's upcoming session. If you should have any questions for me prior to the presentation, please do not hesitate to contact me.

Sincerely,

David Hays

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 1.1 | ANDERSON MILL ROAD EXTENSION | PARMER LANE/END OF ANDERSON MILL ROAD | LOOP 1 | 2 LANES OF A FUTURE 6 LANES | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $47,602,000 | | | | PLANNING & DESIGN | $4,200,000 | | | |
| 1.2 | FOREST NORTH DRAINAGE IMPROVEMENTS | BRAES VALLEY ZONE, NEWBERRY ZONE, NORCHESTER ZONE | SHADY OAKS ZONE, SHASTA ZONE, SHERBOURNE ZONE, WOODVALE ZONE | DRAINAGE IMPROVEMENTS | WILLIAMSON COUNTY | CONSTRUCTION | $5,500,000 | | | | CONSTRUCTION | $5,500,000 | | | |
| 1.3 | GREAT OAKS DRIVE | PARK DRIVE | SENDERO SPRINGS DRIVE | DRAINAGE IMPROVEMENTS / STORM SEWER | BRUSHY CREEK MUNICIPAL UTILITY DISTRICT | PLANNING THROUGH CONSTRUCTION | $4,882,000 | - | "WOULD CONSIDER" EASEMENTS & POND MAINTENANCE | | | | | | |
| 1.4 | GREAT OAKS DRIVE | BRIGHTWATER BOULEVARD | STONEBRIDGE DRIVE | DRAINAGE IMPROVEMENTS / STORM SEWER | BRUSHY CREEK MUNICIPAL UTILITY DISTRICT | PLANNING THROUGH CONSTRUCTION | $7,355,000 | - | "WOULD CONSIDER" EASEMENTS & POND MAINTENANCE | | | | | | |
| 1.5 | O'CONNOR TRAFFIC SIGNALS | MORGAN HILL TRAIL | LIBERTY WALK | NEW TRAFFIC SIGNALS | BRUSHY CREEK MUNICIPAL UTILITY DISTRICT | PLANNING THROUGH CONSTRUCTION | $1,306,000 | - | N/A | | | | | | FUNDED W/2013 BONDS |
| 1.6 | PARMER LANE AT SH 45 INTERCHANGE | PARMER LANE | SH 45 | CONSTRUCT 3-LEVEL DIAMOND INCLUDING BRIDGE OVER RAILROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $68,963,000 | | | | PLANNING, ENV, DESIGN | $7,300,000 | | | |
| 1.7 | PEARSON RANCH ROAD/ROBINSON RANCH EXTENSION | SH 45/RM 620 | MCNEIL ROAD | NEW 4 LANE ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $44,004,000 | | | | | | | | |
| 1.8 | POND SPRINGS DRAINAGE IMPROVEMENTS | VARIOUS LOCATIONS | VARIOUS LOCATIONS | DRAINAGE IMPROVEMENTS (RECOMMENDATION BASED ON STUDY) | WILLIAMSON COUNTY | EASEMENTS & CONSTRUCTION | $4,400,000 | | | | CONSTRUCTION | $4,400,000 | | | |
| 1.9 | RM 620 EXTENSION | SH 45 | MCNEIL ROAD | 2 NEW LANES OF FUTURE 4 LANE ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $27,745,000 | | | | PLANNING, ENV, DESIGN | $2,200,000 | | | |
| 1.10 | SAM BASS ROAD (CORRIDOR H) | WYOMING SPRINGS | RM 1431 | 3-LANE OF A FUTURE 6 LANE ROADWAY INCLUDING TRAFFIC SIGNAL IMPROVEMENTS | WILLIAMSON COUNTY | ROW, UTILITIES, CONSTRUCTION | $27,500,000 | | | | ROW, UTILITIES, CONSTRUCTION | $27,500,000 | | | |
| 1.11 | WYOMING SPRINGS EXTENSION | BRIGHTWATER BOULEVARD/CREEK BEND | SAM BASS ROAD | NEW 4 LANE DIVIDED ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $20,044,000 | $10,022,000 | 50% MINUS CREDIT FOR ROW ACQUIRED | | DESIGN THROUGH CONSTRUCTION | $10,022,000 | | | |
| 1.12 | WYOMING SPRINGS EXTENSION | END OF WYOMING SPRINGS/BEHRENS RANCH | RM 1431 | NEW 4 LANE ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $10,900,000 | | | | PLANNING THROUGH CONSTRUCTION | $10,900,000 | | | |
| 1.13 | WYOMING SPRINGS INTERSECTION IMPROVEMENTS | AT SMYERS LANE | - | ADD LEFT TURN LANE | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $300,000 | | | | DESIGN THROUGH CONSTRUCTION | | $300,000 | | SAFETY BUCKET |
| 1.14 | ROUND ROCK WEST FLOOD CONTROL | WEST OF ROUND ROCK | | FLOOD CONTROL | UBCWCID | ROW | $26,000,000 | | | | ROW | $5,000,000 | | | |
| **SUBTOTAL - PRECINCT 1 PROJECTS** | | | | | | | **$296,501,000** | **$10,022,000** | | | | **$77,022,000** | **$300,000** | **$0** | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 2.1 | BAGDAD ROAD/CR 279 | SAN GABRIEL PARKWAY | JINKS BRANCH/LEANDER CITY LIMITS | RECONSTRUCT EXISTING 2 LANES TO 5 LANES | CITY OF LEANDER | PLANNING THROUGH CONSTRUCTION | $19,301,000 | $9,650,500 | 50% PLUS CITY OWNED UTILITY RELO | | PLANNING THROUGH CONSTRUCTION | $9,650,500 | | | |
| 2.2 | BAGDAD ROAD/CR 279 | LOOP 332 | CR 281/LEANDER CITY LIMITS | RECONSTRUCT EXISTING 2 LANES TO 5 LANES | CITY OF LIBERTY HILL/WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $41,210,000 | | | | ROW PRESERVATION | | | $85,000 | 10% ROW BUCKET |
| 2.3 | BRUSHY CREEK ROAD WIDENING | RANCH TRAILS | ARROWHEAD TRAILS | WIDEN FROM 2 LANES TO 4 LANES AND TRAFFIC SIGNAL AT RANCH TRAILS | CITY OF CEDAR PARK | PLANNING THROUGH CONSTRUCTION | $5,645,000 | $2,822,500 | 50% | | PLANNING THROUGH CONSTRUCTION | $2,822,500 | | | |
| 2.4 | CORRIDOR F (US 183) | COUNTY LINE | SH 29 | 2 FRONTAGE ROADS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $246,232,000 | | | | ROW PRESERVATION | | | $5,000,000 | 10% ROW BUCKET |
| 2.5 | CORRIDOR I | SH 29 | US 183 | 2 FRONTAGE ROADS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $146,609,000 | | | | ENV & PLANNING, ROW PRESERVATION | $6,600,000 | | $2,300,000 | 10% ROW BUCKET |
| 2.6 | CR 200 | CR 201 | SH 29 | WIDEN FROM 3 LANES TO 6 LANES | CITY OF LIBERTY HILL | DESIGN THROUGH CONSTRUCTION | $8,484,000 | - | SOME ROW, UTILITY RELO ($60K) | | | | | | |
| 2.7 | CR 214 EXTENSION (WITH RIVER CROSSING) | END OF CR 214 | US 183 | NEW 2 LANE ROADWAY INCLUDING BRIDGE AT NORTH FORK SAN GABRIEL RIVER | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $16,262,000 | | | | ENV & PLANNING, DESIGN, ROW, UTILITIES | $2,300,000 | | | ASSUMES ROW DONATION |
| 2.8 | HERO WAY (RM 2243) | US 183A | RM 2243/LEANDER CITY LIMITS | 2 FRONTAGE ROADS | CITY OF LEANDER/WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $57,089,000 | - | N/A. REQUESTED ROW PURCHASE ONLY | | DESIGN, ROW, UTILITIES | $29,500,000 | | | |
| 2.9 | KAUFFMAN LOOP (NORTHWEST QUADRANT) | RONALD REAGAN BOULEVARD | SH 29 | 2 NEW LANES OF A FUTURE 4 LANE ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $2,018,000 | | | | DESIGN THROUGH CONSTRUCTION | $2,000,000 | | | |
| 2.10 | LIBERTY HILL (SH 29) BYPASS | SH 29 (WEST OF LIBERTY HILL HIGH SCHOOL) | RM 1869 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $31,230,000 | | | | ROW PRESERVATION | | | $1,200,000 | 20% ROW BUDGET |
| 2.11 | LIBERTY HILL (SH 29) BYPASS | RM 1869 | CR 279 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $11,000,000 | | | | PLANNING THROUGH CONSTRUCTION | $11,000,000 | | | |
| 2.12 | LIBERTY HILL (SH 29) BYPASS | CR 279 | SH 29 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $27,823,000 | | | | ROW PRESERVATION | | | $1,000,000 | 10% ROW BUCKET |
| 2.13 | LONG RUN ROAD | CR 214 | CR 258 | NEW 4 LANE DIVIDED ROADWAY | CITY OF LIBERTY HILL | PLANNING THROUGH CONSTRUCTION | $18,985,000 | - | ROW, UTILITY RELO, PLANNING & DESIGN ($1.7M) | | | | | | |
| 2.14 | RM 620 | PECAN PARK BOULEVARD | ANDERSON MILL ROAD | 2 FRONTAGE ROADS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $77,436,000 | | | | | | | | |
| 2.15 | ROBERT WEAR BYPASS | CR 200 | SH 29 | NEW 3 LANE ROADWAY | CITY OF LIBERTY HILL | PLANNING THROUGH CONSTRUCTION | $2,126,000 | - | ROW, UTILITY RELO, PLANNING & DESIGN ($235K) | | | | | | |
| 2.16 | RONALD REAGAN BOULEVARD WIDENING | SH 29 | FM 3405 | WIDEN FROM 2 LANES TO 4 LANES | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $36,811,000 | | | | DESIGN THROUGH CONSTRUCTION - SH 29 to N OF CR 258 | $24,700,000 | | | |
| 2.17 | SAN GABRIEL PARKWAY | US 183A | BAGDAD ROAD/CR 279 | WIDEN FROM 2 LANES TO 4 LANE ROADWAY | CITY OF LEANDER | DESIGN THROUGH CONSTRUCTION | $9,780,000 | $4,259,500 | 50% | | | | | | |
| 2.18 | TORO GRANDE BOULEVARD EXTENSION | WHITESTONE BOULEVARD | PARMER LANE | NEW 4 LANE DIVIDED ROADWAY | CITY OF CEDAR PARK | PLANNING THROUGH CONSTRUCTION | $14,324,000 | $3,581,000 | 25% | | PLANNING THROUGH CONSTRUCTION | $10,743,000 | | | |
| 2.19 | WHITESTONE BOULEVARD WIDENING | BAGDAD ROAD | ANDERSON MILL ROAD | WIDEN FROM 4 LANES TO 6 LANES | CITY OF CEDAR PARK | ENV & PLANNING, DESIGN, ROW, UTILITIES | $8,135,000 | $4,067,500 | 50% | | ENV & PLANNING, DESIGN, ROW, UTILITIES | $4,067,500 | | | |
| **SUBTOTAL - PRECINCT 2 PROJECTS** | | | | | | | **$780,500,000** | **$24,381,000** | | | | **$103,383,500** | **$0** | **$9,585,000** | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 3.1 | BUD STOCKTON EXTENSION | CR 305 | FM 487 | 2 LANES OF A FUTURE 4 LANE ROADWAY | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $6,200,000 | $40,000 | CITY BUDGETED SINCE 2013 BOND | | PLANNING THROUGH CONSTRUCTION | $6,200,000 | | | |
| 3.2 | CORRIDOR E4 | FUTURE SH 29 | RONALD REAGAN EXTENSION (CORRIDOR D) | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $74,654,000 | | | | ENV & PLANNING, ROW PRESERVATION | $3,100,000 | | $1,700,000 | 10% ROW BUCKET |
| 3.3 | CORRIDOR E5 | RONALD REAGAN EXTENSION (CORRIDOR D) | IH 35/CR 305 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $70,862,000 | | | | ENV & PLANNING, ROW PRESERVATION | $3,000,000 | | $1,600,000 | 10% ROW BUCKET |
| 3.4 | CORRIDOR I (FM 3405) | US 183 | RONALD REAGAN BOULEVARD | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $30,494,000 | | | | PLANNING THROUGH SHOVEL READY + 30% CONSTRUCTION | $24,000,000 | | | |
| 3.5 | CR 107 WIDENING | CR 110 | UNIVERSITY BOULEVARD | RECONSTRUCT EXISTING 2 LANES TO 3 LANE ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $9,845,000 | - | ROW THROUGH PLATTING | | | | | | |
| 3.6 | CR 110 NORTH | CR 107 | PATRIOT WAY/SAM HOUSTON AVENUE | CONSTRUCT 3 LANES OF FUTURE 6 LANE ROADWAY | WILLIAMSON COUNTY | ROW, UTILITIES, CONSTRUCTION | $14,317,000 | | | | ROW, UTILITIES | $2,200,000 | | | |
| 3.7 | CR 175 | SOUTH OF CREEK MEADOW COVE | RM 2243 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $13,592,000 | | | | ENV & PLANNING, ROW | $1,700,000 | | | |
| 3.8 | CR 176 | RM 2243 | PARKSIDE PARKWAY | WATERLINE EASEMENT | BRUSHY CREEK MUNICIPAL UTILITY DISTRICT | EASEMENT | $58,000 | - | | | | | | | FUNDED W/ 2013 BONDS |
| 3.9 | CR 176 BRIDGE | AT SAN GABRIEL RIVER | - | 2 LANE BRIDGE | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $8,950,000 | | | | | | | | |
| 3.10 | CR 239 | RONALD REAGAN BOULEVARD | FM 487 | REALIGNMENT OF CR 239 (2 LANES OF A FUTURE 4 LANE ROADWAY) | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $14,993,000 | - | HELP WITH ROW/EASEMENTS & MONETARY | | ENV & PLANNING, ROW | $1,900,000 | | | |
| 3.11 | CR 310/CR 314 BRIDGE | AT IH 35 | - | NEW BRIDGE OVER IH-35 | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $58,042,000 | - | HELP WITH ROW/EASEMENTS | | | | | | |
| 3.12 | CR 310 EXTENSION | CR 239 | NEW BRIDGE AT IH 35 | 2 LANES OF A FUTURE 4 LANE ROADWAY | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $12,633,000 | - | HELP WITH ROW/EASEMENTS & MONETARY | | | | | | |
| 3.13 | CR 314 WIDENING | IH 35 NORTHBOUND FRONTAGE ROAD | CR 3001 | RECONSTRUCT 2 LANES TO 3 LANES | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $12,482,000 | - | N/A | | | | | | |
| 3.14 | CR 332 REALIGNMENT | FM 487 | CR 313 | 2 LANES OF A FUTURE 4 LANE ROADWAY | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $4,173,000 | - | HELP WITH ROW/EASEMENTS | | PLANNING THROUGH CONSTRUCTION OF SHARP CURVE REALIGNMENT | $1,500,000 | | | |
| 3.15 | MAPLE AT INNER LOOP INTERCHANGE | MAPLE STREET | INNER LOOP | INTERCHANGE | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $29,560,000 | | | | | | | | |
| 3.16 | RABBIT HOLLOW IMPROVEMENTS | SMITH BRANCH | - | DRAINAGE IMPROVEMENTS (CHANNEL IMPROVEMENTS AND CULVERTS) | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $3,368,000 | | | | | | | | |
| 3.17 | RM 2243 | RONALD REAGAN BOULEVARD | SOUTHWEST BYPASS | I FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $90,170,000 | | | | ROW PRESERVATION & DESIGN THROUGH CONSTRUCTION OF SMALL SECTION | $4,000,000 | | $10,000,000 | 20% ROW BUCKET |
| 3.18 | RONALD REAGAN BOULEVARD WIDENING | FM 3405 | RM 2338 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $26,010,000 | | | | | | | | |
| 3.19 | RONALD REAGAN BOULEVARD WIDENING | RM 2338 | SH 195 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $26,732,000 | | | | | | | | |
| 3.20 | RONALD REAGAN BOULEVARD WIDENING | SH 195 | IH 35 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $33,983,000 | | | | | | | | |
| 3.21 | SOUTHEAST INNER LOOP EXTENSION (CORRIDOR C) | SAM HOUSTON AVENUE | SH 29 | 2 FRONTAGE ROADS | CITY OF GEORGETOWN | UTILITIES, CONSTRUCTION | $22,500,000 | - | N/A | | UTILITIES, CONSTRUCTION - 1 FRONTAGE ROAD WITH BRIDGE OVER SH 130 | $22,500,000 | | | |
| 3.22 | SOUTHWEST BYPASS EXTENSION | SH 29 | WOLF RANCH PARKWAY | 1 FRONTAGE ROAD (INCLUDING INTERSECTION IMPROVEMENTS AT SH 29) | CITY OF GEORGETOWN | PLANNING THROUGH CONSTRUCTION | $5,473,000 | - | | | UTILITIES, CONSTRUCTION | $4,800,000 | | | PLANNING, ENV, DESIGN BY GEORGETOWN |
| 3.23 | TRACY CHAMBERS LANE EXTENSION | END OF TRACY CHAMBERS LANE | SOUTHWESTERN BOULEVARD | NEW 2 LANE ROADWAY | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $4,027,000 | | | | | | | | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 3.24 | WESTINGHOUSE/CR 111 | FM 1460 | SH 130 | RECONSTRUCT AND WIDEN TO 4 LANES | CITY OF GEORGETOWN | DESIGN THROUGH CONSTRUCTION | $28,885,000 | - | | | DESIGN THROUGH CONSTRUCTION - 2 LANE NEW ROADWAY | $20,200,000 | | | SUGGEST REQUEST PARTICIPATION FROM GTOWN |
| 3.25 | CR 245 | NORTH OF RM 2338 | RONALD REAGAN BOULEVARD | RECONSTRUCT AND WIDEN TO 4 LANES | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $6,500,000 | | | | PLANNING THROUGH CONSTRUCTION | $6,500,000 | | | |
| 3.26 | RONALD REAGAN BOULEVARD AT SILVER SPUR BOULEVARD | RONALD REAGAN BOULEVARD | SILVER SPUR BOULEVARD | INTERSECTION IMPROVEMENTS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $2,000,000 | | | | PLANNING THROUGH CONSTRUCTION | | $2,000,000 | | SAFETY BUCKET |
| 3.27 | RONALD REAGAN BOULEVARD AT SUN CITY BOULEVARD | RONALD REAGAN BOULEVARD | SUN CITY BOULEVARD | INTERSECTION IMPROVEMENTS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $1,000,000 | | | | PLANNING THROUGH CONSTRUCTION | | $1,000,000 | | SAFETY BUCKET |
| 3.28 | SH 195 AT RONALD REAGAN | SH 195 | RONALD REAGAN BOULEVARD | ADD NB EXIT RAMP | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $3,600,000 | | | | PLANNING THROUGH CONSTRUCTION | $3,600,000 | | | |
| 3.29 | CR 314 SAFETY IMPROVEMENTS | IH 35 NORTHBOUND FRONTAGE ROAD | CR 314 | SAFETY IMPROVEMENTS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $1,500,000 | | | | PLANNING THROUGH CONSTRUCTION | | $1,500,000 | | SAFETY BUCKET |
| 3.30 | CR 314 WIDENING | EAST OF CR 315 | CR 332 | SAFETY IMPROVEMENTS | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $3,700,000 | | | | PLANNING THROUGH CONSTRUCTION | | $3,700,000 | | SAFETY BUCKET |
| 3.31 | JARRELL LOOP EXTENSION | CR 3001 | IH 35 NORTHBOUND FRONTAGE ROAD | 2 LANES OF A FUTURE 4 LANE ROADWAY | CITY OF JARRELL | PLANNING THROUGH CONSTRUCTION | $23,180,000 | | | | | | | | |
| **SUBTOTAL - PRECINCT 3 PROJECTS** | | | | | | | **$643,483,000** | **$40,000** | | | | **$105,200,000** | **$8,200,000** | **$13,300,000** | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 4.1 | BARTLETT STREET PROJECT | PIETZSCH STREET AND ELM STREET | AT RAILROAD CROSSINGS | SAFETY IMPROVEMENTS (SIGNAGE AND LEVEL UP PAVEMENT AT RAILROAD CROSSING) | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $500,000 | | | | DESIGN THROUGH CONSTRUCTION | | $500,000 | | SAFETY BUCKET |
| 4.2 | CHANDLER ROAD (CORRIDOR B2) | 3.5 MILES EAST OF FM 1660 | SH 95 | WIDEN FROM 2 LANES TO 4 LANES | CITY OF TAYLOR | PLANNING THROUGH CONSTRUCTION | $13,176,000 | - | VIA EMAIL. NO APPLICATION. | | ROW PRESERVATION | | | $500,000 | 20% ROW BUCKET |
| 4.3 | CHANDLER ROAD (CORRIDOR B2) | FM 1660 | 3.5 MILES EAST OF FM 1660 | WIDEN FROM 2 LANES TO 4 LANES | CITY OF TAYLOR | PLANNING THROUGH CONSTRUCTION | $15,812,000 | - | | | ROW PRESERVATION | | | $1,100,000 | 20% ROW BUCKET |
| 4.4 | CHANDLER ROAD (CORRIDOR B2) | SH 130 | FM 1660 | WIDEN FROM 2 LANES TO 4 LANES | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $16,744,000 | | | | ROW PRESERVATION | | | $1,300,000 | 20% ROW BUCKET |
| 4.5 | CORRIDOR B3 (CHANDLER ROAD) | SH 95 | US 79 | 1 FRONTAGE ROAD (INCLUDING BRIDGE OVER RAILROAD) | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $34,734,000 | | | | ROW PRESERVATION | | | $1,000,000 | 20% ROW BUCKET |
| 4.6 | CORRIDOR E2 | US 79 | CHANDLER ROAD (CORRIDOR B2) | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $23,728,000 | | | | ENV & PLANNING, ROW PRESERVATION | $1,000,000 | | $800,000 | 20% ROW BUCKET |
| 4.7 | CORRIDOR E3 | CHANDLER ROAD (CORRIDOR B2) | FUTURE SH 29 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $23,313,000 | | | | ENV & PLANNING, ROW PRESERVATION | $1,000,000 | | $700,000 | 10% ROW BUCKET |
| 4.8 | COTTONWOOD CREEK DRAINAGE IMPROVEMENTS | US 79 | CARL STERN DRIVE | CHANNEL IMPROVEMENTS | CITY OF HUTTO | DESIGN, CONSTRUCTION | $19,373,000 | $9,686,500 | 50% | | DETENTION | $2,000,000 | | | |
| 4.9 | CR 112 WIDENING | FM 1460/A.W. GRIMES | CR 117 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $15,987,000 | $7,993,500 | 50% MINUS CREDIT FOR ROW ACQUIRED | | DESIGN THROUGH CONSTRUCTION | $7,993,500 | | | |
| 4.10 | CR 112 WIDENING | CR 117 | CR 110 | WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE DIVIDED ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $18,992,000 | $9,496,000 | 50% MINUS CREDIT FOR ROW ACQUIRED | | DESIGN THROUGH CONSTRUCTION | $9,496,000 | | | |
| 4.11 | CR 123 BRIDGE | AT BRUSHY CREEK | - | REPLACE LOW WATER CROSSING WITH NEW BRIDGE | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $4,079,000 | | | | | | | | |
| 4.12 | CR 129 | SOUTH OF BRUSHY CREEK | NORTH OF SOUTH COUNTY LINE | SAFETY IMPROVEMENTS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $2,300,000 | | | | DESIGN THROUGH CONSTRUCTION | | $2,300,000 | | SAFETY BUCKET |
| 4.13 | CR 134 EXTENSION/CR 132 EXTENSION (HUTTO ARTERIAL) | CR 394 | 1 MILE SOUTH OF CR 132 | 6 LANE DIVIDED ROADWAY WITH GRADE SEPARATION AT US 79 | CITY OF HUTTO | DESIGN THROUGH CONSTRUCTION | $81,559,000 | $44,857,450 | CITY TO FULLY FUND SOME SEGMENTS APPROX. 55% | | DESIGN THROUGH CONSTRUCTION - 3 LANE ROADWAY | $14,000,000 | | | |
| 4.14 | CR 300/BRAZOS STREET DRAINAGE PROJECT | MESQUITE STREET | BROADWAY STREET | DRAINAGE IMPROVEMENTS | CITY OF GRANGER | DESIGN THROUGH CONSTRUCTION | $3,603,000 | $10,000 | | | | | | | |
| 4.15 | CR 366 | CARLOS G. PARKER | CHANDLER ROAD | RECONSTRUCT EXISTING TWO LANE ROADWAY TO FIVE LANES | CITY OF TAYLOR | ROW, UTILITIES, CONSTRUCTION | $9,032,000 | $903,200 | 10% COMMITTED 2013. VIA EMAIL. NO APPLICATION. | | ROW, UTILITIES, CONSTRUCTION | $8,128,800 | | | |
| 4.16 | DAVILLA CULVERT REPLACEMENT | DAVILLA STREET AT WALTON STREET | - | CULVERT REPLACEMENT | CITY OF GRANGER | DESIGN THROUGH CONSTRUCTION | $263,000 | $5,000 | | | DESIGN THROUGH CONSTRUCTION | | $258,000 | | SAFETY BUCKET |
| 4.17 | FM 3349 AT US 79 INTERCHANGE | US 79 | CR 404 | 1 NEW FRONTAGE ROAD WITH INTERCHANGE AT US 79 | CITY OF HUTTO/CITY OF TAYLOR | ROW, UTILITIES, CONSTRUCTION | $46,125,000 | - | VIA EMAIL. NO APPLICATION. | | ROW, UTILITIES, CONSTRUCTION | $46,125,000 | | | 31 AC ROW DONATED |
| 4.18 | LIMMER LOOP AT US 79 | LIMMER LOOP AT US 79 | - | SIGNAL WARRANT STUDY AND INTERSECTION IMPROVEMENTS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $824,000 | | | | | | | | |
| 4.19 | MOKAN | GEORGETOWN INNER LOOP | UNIVERSITY BOULEVARD | CONSTRUCT NEW 2 LANE CONTROLLED ACCESS ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $61,224,050 | | | | ENV & PLANNING, ROW | $4,000,000 | | | |
| 4.20 | MOKAN | UNIVERSITY BOULEVARD | SH 45 | CONSTRUCT NEW 2 LANE CONTROLLED ACCESS ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $256,908,000 | | | | ENV & PLANNING, ROW | $15,000,000 | | | |
| 4.21 | NORTH KENNEY FORT BOULEVARD | CHANDLER CREEK BOULEVARD | SOUTH OF OLD SETTLERS BOULEVARD | 2 LANES OF FUTURE 4 LANE ROADWAY | WILLIAMSON COUNTY | PLANNING THROUGH CONSTRUCTION | $6,974,000 | | | | | | | | |
| 4.22 | OLD SETTLERS BOULEVARD | NORTH RED BUD LANE/CR 122 | CR 110 | NEW 4 LANE DIVIDED ROADWAY | CITY OF ROUND ROCK | DESIGN THROUGH CONSTRUCTION | $17,073,000 | $8,536,500 | 50% MINUS CREDIT FOR ROW ACQUIRED | | DESIGN THROUGH CONSTRUCTION | $8,536,500 | | | |
| 4.23 | RONALD REAGAN BOULEVARD EXTENSION (CORRIDOR D) | CORRIDOR E5 | SH 95 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $45,092,000 | | | | ROW PRESERVATION | | | $800,000 | 10% ROW BUCKET |
| 4.24 | RONALD REAGAN BOULEVARD EXTENSION (CORRIDOR D) | I-35 | CORRIDOR E5 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $64,234,000 | | | | ROW PRESERVATION | | | $2,000,000 | 10% ROW BUCKET |
| 4.25 | SH 130 NORTHBOUND FRONTAGE ROAD | LIMMER LOOP | US 79 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $8,000,000 | | | | DESIGN THROUGH CONSTRUCTION | $8,000,000 | | | |
| 4.26 | SH 130 SOUTHBOUND FRONTAGE ROAD | LIMMER LOOP | US 79 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $9,000,000 | | | | DESIGN THROUGH CONSTRUCTION | $9,000,000 | | | |
| 4.27 | SH 130 NORTHBOUND FRONTAGE ROAD | US 79 | FM 685 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $16,323,000 | | | | | | | | |
| 4.28 | SH 130 SOUTHBOUND FRONTAGE ROAD | US 79 | FM 685 | 1 FRONTAGE ROAD | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $17,174,000 | | | | | | | | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| 4.29 | SOUTHEAST CORRIDOR (CORRIDOR E1) | CR 138 | CR 404 | 1 FRONTAGE ROAD | CITY OF HUTTO/CITY OF TAYLOR | DESIGN THROUGH CONSTRUCTION | $72,200,000 | - | VIA EMAIL. NO APPLICATION. | | DESIGN THROUGH CONSTRUCTION | $72,200,000 | | | |
| **SUBTOTAL - PRECINCT 4 PROJECTS** | | | | | | | **$904,346,050** | **$81,488,150** | | | | **$206,479,800** | **$3,058,000** | **$8,200,000** | |

## 2019 ROAD BOND ELECTION - CANDIDATE PROJECT LIST

| PROJECT NUMBER | CANDIDATE PROJECT | PROJECT LIMITS | | PROJECT DESCRIPTION | SUBMITTED BY | REQUESTED SCOPE | REQUESTED AMOUNT | LOCAL PARTICIPATION | | | COMMITTEE RECOMMENDED SCOPE | COMMITTEE RECOMMENDED AMOUNT | COMMITTEE RECOMMENDED SAFETY BUCKET | COMMITTEE RECOMMENDED ROW BUCKET | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | FROM | TO | | | | | CASH FUNDING | NOTES/IN-KIND PARTICIPATION | TOTAL | | | | | |
| W.1 | ATLAS 14 FEMA MAPPING | COUNTYWIDE | COUNTYWIDE | UPDATE FLOODPLAIN MAPS/DRAINAGE MODELS | WILLIAMSON COUNTY | STUDY | $7,000,000 | | | | | $1,000,000 | | | GRANT MATCH |
| W.2 | LOW WATER CROSSING PROTECTION | COUNTYWIDE (20 LOCATIONS) | COUNTYWIDE (20 LOCATIONS) | COMPUTER, SOFTWARE, MONITORING SYSTEM, FLOOD GAUGES, GATES/FLASHERS FOR TOP 20 LOCATIONS | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $5,000,000 | | | | | $250,000 | | | GRANT MATCH |
| W.3 | NORTH/SOUTH MOBILITY STUDY FOR IH 35 | COUNTY LINE | COUNTY LINE | PLANNING FOR IH 35 | WILLIAMSON COUNTY | STUDY | $3,000,000 | | | | | | | | |
| W.4 | ROW BUDGET | COUNTYWIDE | COUNTYWIDE | ROW PRESERVATION (FUNDS) | WILLIAMSON COUNTY | ROW PRESERVATION | $40,000,000 | | | | ROW PRESERVATION | $35,000,000 | | | |
| W.5 | SAFETY OPERATIONAL IMPROVEMENTS | VARIOUS LOCATIONS | VARIOUS LOCATIONS | TRAFFIC SIGNALS, TRAFFIC STUDIES, TURN LANES, ETC. (FUNDS) | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $30,000,000 | | | | DESIGN THROUGH CONSTRUCTION | $15,000,000 | | | |
| W.6 | TXDOT/CAMPO LEVERAGE | VARIOUS LOCATIONS | VARIOUS LOCATIONS | COST SHARING AMOUNT | WILLIAMSON COUNTY | COST SHARING | $40,000,000 | | | | COST SHARING | - | | | INCLUDED IN PROJECTS |
| W.7 | COUNTY ROAD RECONSTRUCTION | VARIOUS LOCATIONS | VARIOUS LOCATIONS | ROADWAY RECONSTRUCTION | WILLIAMSON COUNTY | DESIGN THROUGH CONSTRUCTION | $40,000,000 | | | | DESIGN THROUGH CONSTRUCTION | $30,000,000 | | | |
| **SUBTOTAL - COUNTY WIDE PROJECTS** | | | | | | | **$165,000,000** | **$0** | | | | **$81,250,000** | **$0** | **$0** | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| Project | Location/Description | County Share Cost | Parks First Funding Recommendation | Potential Additional Reductions |
|---|---|---|---|---|
| **LAND ACQUISITION FOR PARKS & TRAILS** | Countywide consideration | 20,000,000 | 15,000,000 | 4,000,000 |
| Twin Lakes Park Adjacent Land Acquisition (YMCA initiative). | 22 acres; cost unknown | 0 | 0 | |
| Upper Brushy Creek Water Control Improvement District | SW County/Flood control/park/tr | 26,000,000 | 5,000,000 | 5,000,000 |
| **HIKE & BIKE TRAILS (Estimate $1,500,000 per mile)** | | | | |
| Brushy Creek Regional Trail from Hairy Man road (County initiative). | Extension south & eastward appr | 2,505,000 | 2,505,000 | 0 |
| Bagdad Road Trail from Leander to Liberty Hill (County initiative). | Extension northward approx. 5.0 | 7,500,000 | 7,500,000 | |
| Regional Park to Lake Georgetown (County initiative). | Extention northward approx. 4.0 | 6,000,000 | 6,000,000 | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | | |
|---|---|---|---|---|
| **Regional Park to Brushy Creek Regional Trail (County initiative).** | **Extension southward approx. 3.0** | **4,500,000** | **4,500,000** | **0** |
| **Brushy Creek Regional Trail/ Redbud Lane in Round Rock to Hutto (County initiative).** | **Extension eastward approx. 2.75 miles** | **4,125,000** | **4,125,000** | |
| **Trail expansion across CR 152 (County initative).** | **Extension eastward approx. 1.0 miles** | **1,500,000** | **1,500,000** | |
| **Trail extension from City of Cedar Park Lakeline Park, along Bell Blvd and with pedetrian bridge to Brushy Creek Regional Trail at Twin Lakes Park (City of Cedar Park initiative / their match = 20% or $500,000).** | **Extension eastward approx. 0.75 miles** | **2,000,000** | **2,000,000** | |
| **Pedestrian Bridge #1 at Twin Lakes Park to southwestern peninsula (YMCA initiative / YMCA match = ~10% or $100,000).** | **Approx. 225 ft. pedestrian bridge** | **900,000** | **900,000** | **900,000** |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Pedestrian Bridge #2 at Twin Lakes Park connecting north and south sides of parkland (YMCA initiative / YMCA match = ~10% or $100,000).** | **Approx. 450 ft. pedestrian bridge** | **1,900,000** | **1,900,000** |
| **Two trail sections along the South Fork San Grabriel River: 1. HWY 183 bridge east to Bar W Ranch Subdivision and 2. Short trail section under Ronald Reagan Blvd. bridge (City of Leander initiative / their match = 50% or $1,524,000).** | **Approx. 1.5 miles of trail total** | **1,524,000** | **0** |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Trail along Brushy Creek from HWY 183A bridge eastward and under Ronald Reagan Blvd. bridge and connecting to "Brushy Creek Trail of Sarita Valley" (City of Leander initiative / their match = 50% or $1,599,525).** | **Approx. 2.1 miles of trail total** | **1,599,525** | **0** |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Shared Use Path (SUP) from Loop 332 SUP along south side of HWY 29 to planned HWY 183A Improvements SUP (City of Liberty Hill initiative / their match = ~10% or $135,000).** | **Approx. 2.2 miles of trail total** | **1,300,000** | **0** |
| **Shared Use Path (SUP) along Bagdad Road from Loop 332 SUP to intersection at CR 281 (City of Liberty Hill initiative / their match = ~13% or $558,560).** | **Approx. 4.7 miles of trail total** | **3,533,560** | **3,533,560** |
| **Trail along west side of South Fork San Gabriel River from West University Avenue to I-35 (City of Georgetown initiative / their match = 0%).** | **Approx. 0.75 miles of trail total** | **1,275,000** | **0** |

| | | | | |
|---|---|---|---|---|
| **Trailhead improvements at Brushy Creek Trail & Shirley McDonald Park Brushy Creek MUD initiative / their match = 0%).** | **Improvements only - no cost estimate provided** | **0** | **0** | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

****Note on Bagdad Road Trail: This is a County park initiative, a City of Liberty Hill, and a Road Bond initiative, which could all dovetail together if selected by the committee and Commissioners Court.**

| Project | Location/Description | County Share Cost | Parks First Funding Recommendation | Potential ditional Reductions |
|---|---|---|---|---|
| **HIKE & BIKE TRAILS (continued)** | | | | |
| 6' wide trail from I-35 frontage eastward to Sonterra Club House (Sonterra MUD initiative / their match not noted; assumed 100% County funded). | Approx. 0.6 miles of trail total | 125,000 | 0 | |

| | | | | |
|---|---|---|---|---|
| 6' wide trail from Sonterra Blvd. to Northern Williamson County Library (Sonterra MUD initiative / their match not noted; assumed 100% County funded). | Approx. 0.5 miles of trail total | 125,000 | 0 | |
| 6' wide trail from Turquoise Way to Jarrell Elementary School (Sonterra MUD initiative / their match not noted; assumed 100% County funded). | Approx. 1.0 miles of trail total | 175,000 | 0 | |
| **IMPROVEMENTS TO EXISTING PARKLANDS** | | | | |
| <u>SWWC Regional Park</u> | Support amenities. | | | |
| Remote Restrooms (2 at $135,000 each). | | 270,000 | 270,000 | |
| Clubhouse/Activity Center/Group Facility with kitchen & deck. | | 1,000,000 | 1,000,000 | |
| Screened shelters (10 at $10,000 each). | | 100,000 | 0 | |
| Restrooms with showers (1 at $350,000). | | 350,000 | 0 | |
| Utilities and Roads. | | 500,000 | 500,000 | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Champion Park** Support amenities. | | | |
| Playground improvements. | 90,000 | 90,000 | 90,000 |
| Pavilion with restroom and associated utilities. | 682,000 | 682,000 | 682,000 |
| Existing trailhead parking lighting upgrade. | 26,400 | 26,400 | 26,400 |
| Additional trailhead parking spaces (86) with lighting and informati | 668,000 | 668,000 | 0 |
| **Berry Springs Park and Preserve** Support amenities. | | | |
| Remote restrooms (2 at $135,000 each). | 270,000 | 270,000 | |
| Headquarters building near self pay kiosk. | 250,000 | 250,000 | |
| Interpretive Center. | 800,000 | 800,000 | 800,000 |
| Screened shelters (10 at $10,000 each). | 100,000 | 100,000 | |
| Large pavilion / Wedding arch. | 275,000 | 275,000 | |
| Maintenance area. | 400,000 | 400,000 | |
| Additional Parking. | 350,000 | 350,000 | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| Project | Location/Description | County Share Cost | Parks First Funding Recommendation | Potential ditional Reductions |
|---|---|---|---|---|
| **IMPROVEMENT TO EXISTING PARKLANDS (continued)** | | | | |
| **River Ranch County Park** | **Overnight, Meeting.** | | | |
| **lodge, cabins, shelters, group** | | **1,000,000** | **1,000,000** | **1,000,000** |
| **Arena with cover.** | | **2,000,000** | **2,000,000** | **2,000,000** |
| **Restrooms with pavilion.** | | **300,000** | **300,000** | |
| **Blackland Heritage County Park** | **Support Functions, Trails, Day Use Facilities.** | | | |
| **Roads, utilities, parking, restrooms, picnic tables, trails, playgrounds, activity center.** | | **6,000,000** | **0** | |

**2019 PARKS BOND PROJECTS**

**Draft June 2019**

| | | | |
|---|---|---|---|
| **Expo Center** | | | |
| Wind block for Covered Outdoor Exhibit Hall. | 1,000,000 | 1,000,000 | |
| Restrooms with showers at RV park. | 350,000 | 350,000 | |
| Pavilions (2 at $250,000 each). | 500,000 | 500,000 | 250,000 |
| Widen arena. | 200,000 | 200,000 | 200,000 |
| Maintenance area. | 400,000 | 200,000 | 0 |
| Cover on west arena. | 1,000,000 | 1,000,000 | 1,000,000 |
| Improved parking on south and north sides. | 500,000 | 500,000 | |
| North access road from Bill Picket. | 400,000 | 400,000 | 400,000 |

| | | | | |
|---|---|---|---|---|
| INITIAL GRAND TOTAL | 106,368,485 | | | |
| Parks First Funding Recommendation | | 67,594,960 | | |
| Potential Additional Reductions | | | 16,348,400 | |
| Further Reduced Bond Target | | | | 0 |

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 07/16/2019

Road Bond Construction Summary Report

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Receive and acknowledge the July 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

**Background**

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**Fiscal Impact**

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

**Attachments**

July 2019 Construction Summary Report

July 2019 PowerPoint Presentation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 10:19 AM |
| Form Started By: Dawn Haggard | | Started On: 07/09/2019 04:18 PM |
| Final Approval Date: 07/11/2019 | | |

# ROAD BOND PROGRAM

## Construction Summary Report

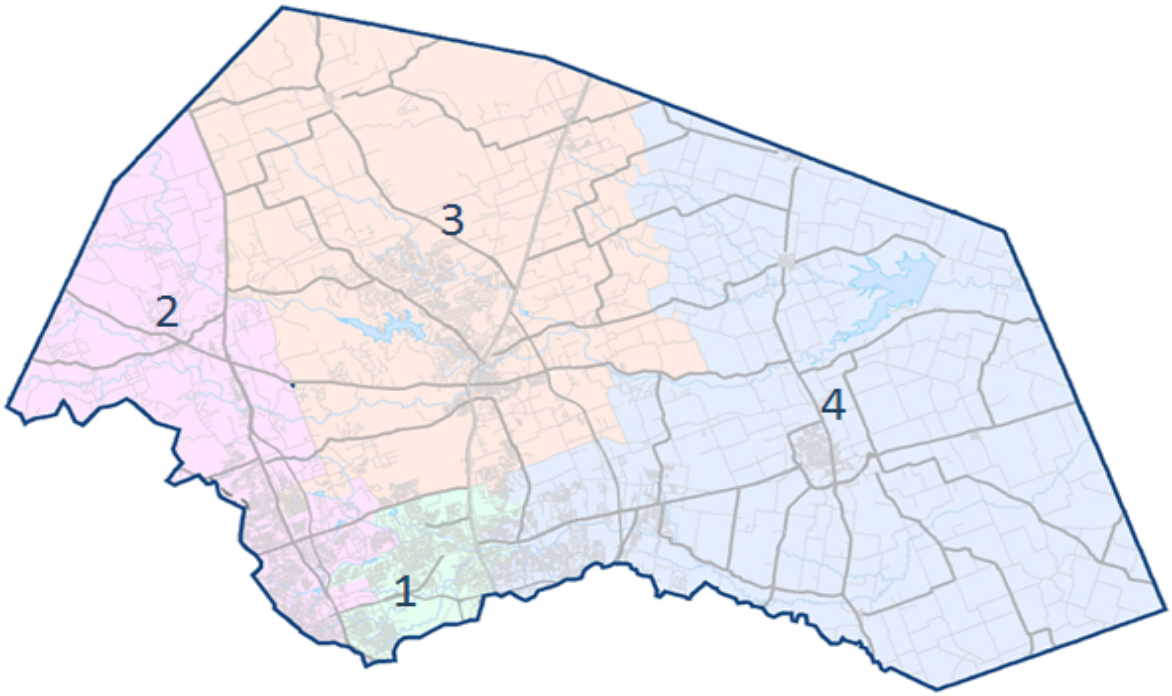
**County Judge**
**Bill Gravell, Jr.**

**Commissioners**
**Terry Cook**
**Cynthia Long**
**Valerie Covey**
**Russ Boles**

# July 2019

WWW.ROADBOND.ORG

Volume XVIII - Issue No.07




**Presented By:**

PRIME STRATEGIES, INC.

HNTB

# Table of Contents

Completed Projects ..... 1

PRECINCT No. 1 – Commissioner Terry Cook ..... 4

Neenah Avenue Widening (Olive Hill Dr to 0.5 miles east of Olive Hill Drive) ..... 6

Neenah Avenue and Pearson Ranch Road Traffic Signal ..... 7

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive) ..... 8

Forest North - Anderson Mill ..... 10

PRECINCT No. 2 – Commissioner Cynthia Long ..... 12

CR 200 at Bold Sundown (South of Bold Sundown to North of the Intersection) . 14

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) ..... 15

SH 29 Intersection at CR 200 / Loop 332 ..... 17

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road) ..... 19

Ronald Reagan at Santa Rita Ranch ..... 21

Lakeline Boulevard Right Turn Lanes ..... 22

Seward Junction Improvements (SH 29 to CR 266 & CR 266 south of CR 259 to SH 29) ..... 24

PRECINCT No. 3 – Commissioner Valerie Covey ..... 26

Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west) ..... 28

Inner Loop Improvements (Wilco Way to Belmont Drive) ..... 29

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243) ..... 30

PRECINCT No. 4 – Commissioner Russ Boles ..... 32

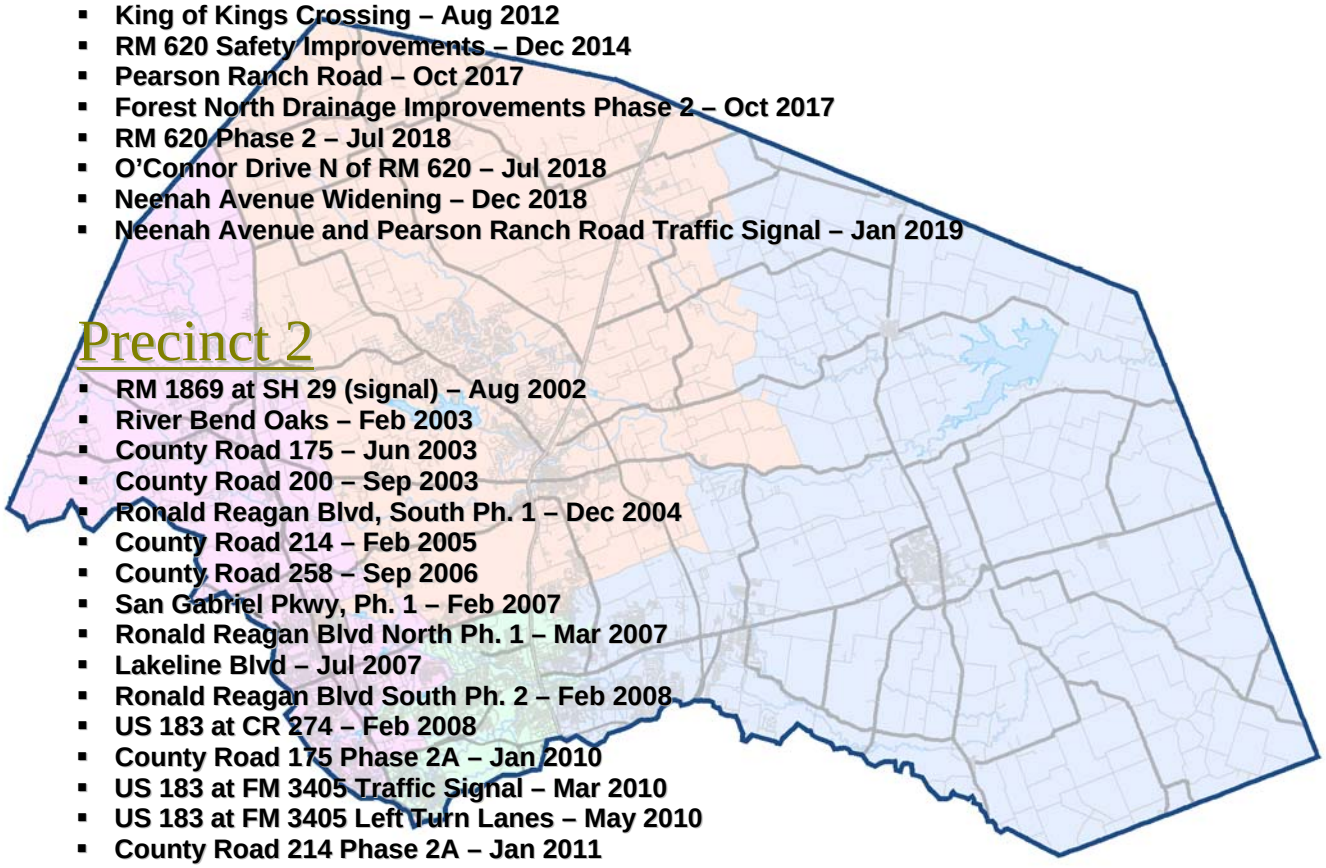
CR 119 (Limmer Loop to Chandler Road) ..... 34

CR 110 Middle (Limmer Loop to CR 107) ..... 35

# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2019



### Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**

### Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**

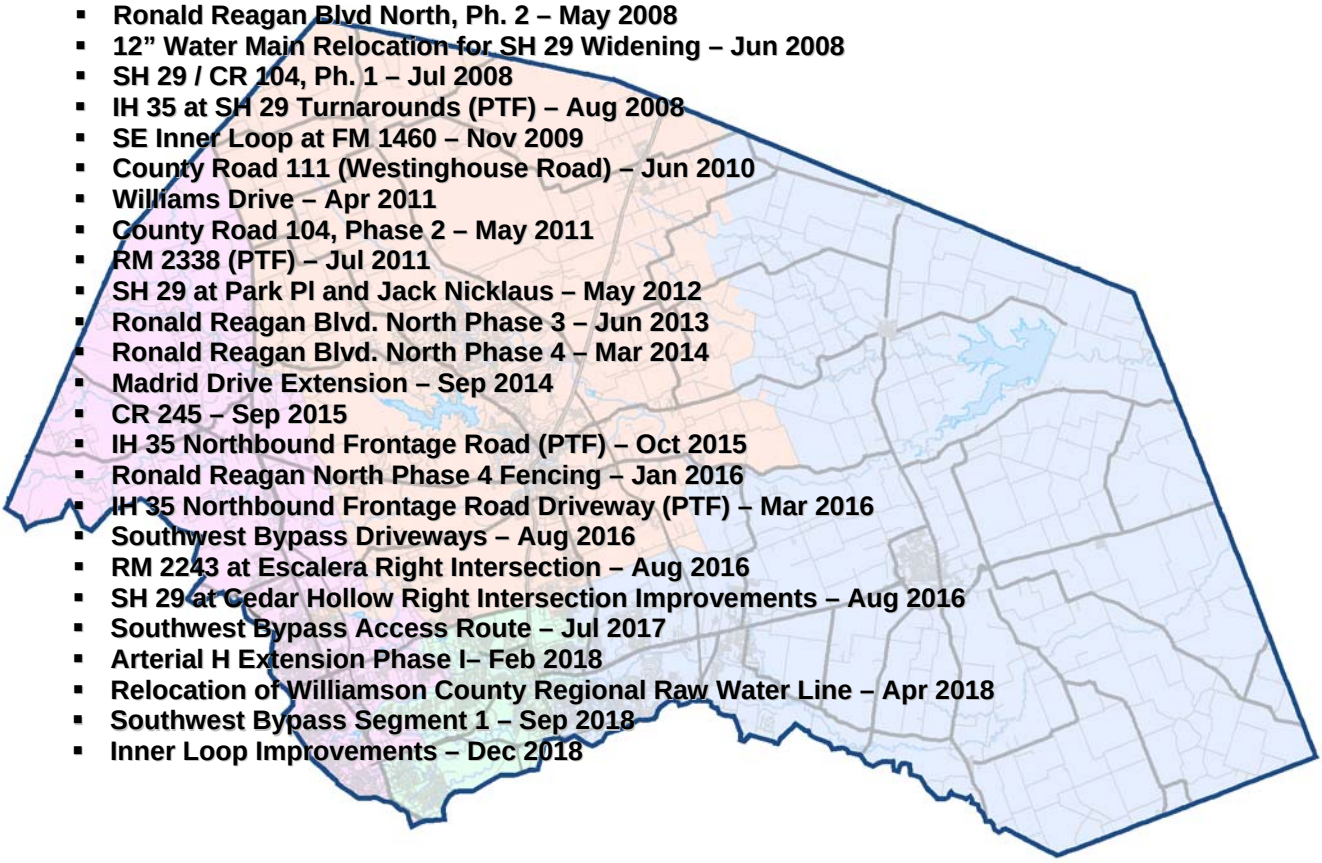
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2019

## Precinct 3

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



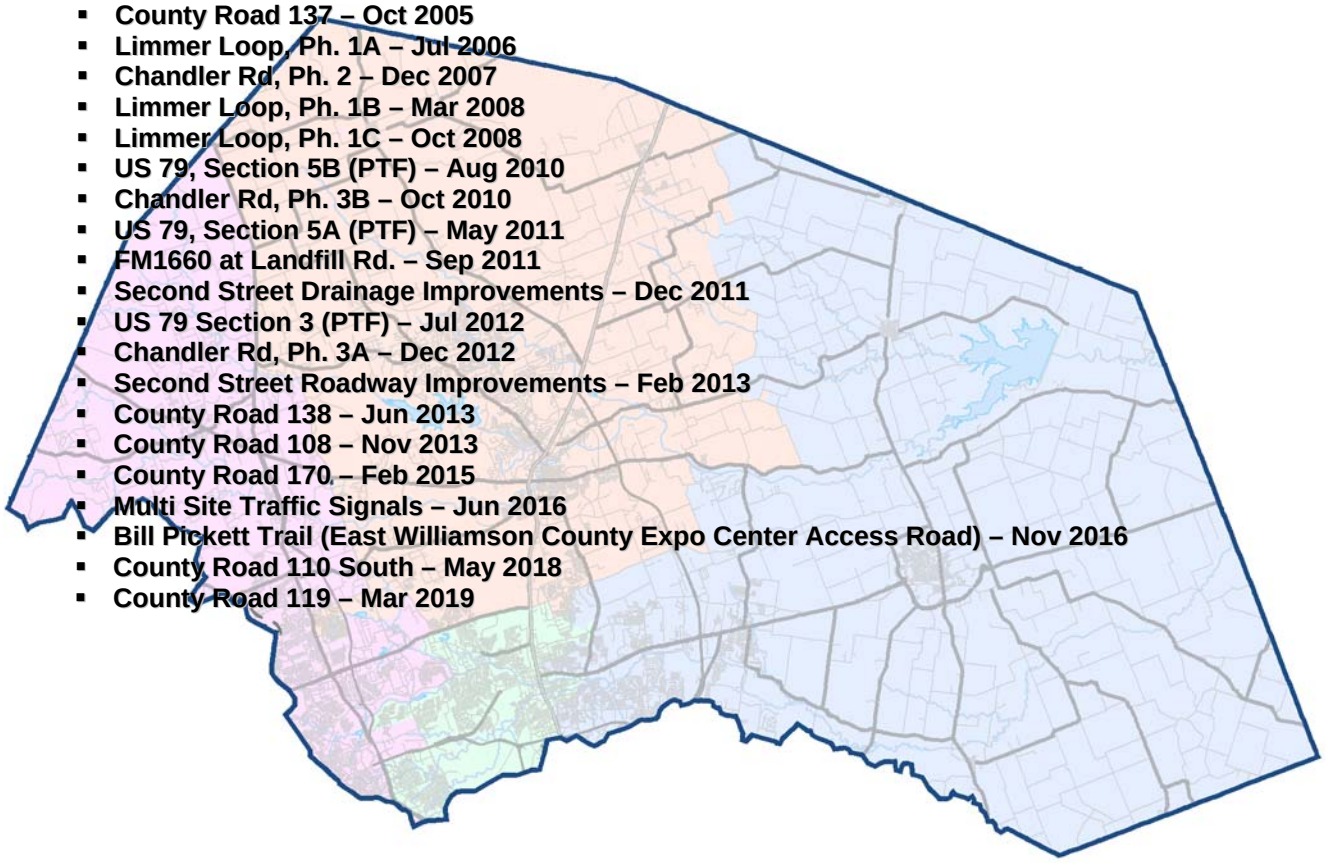
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

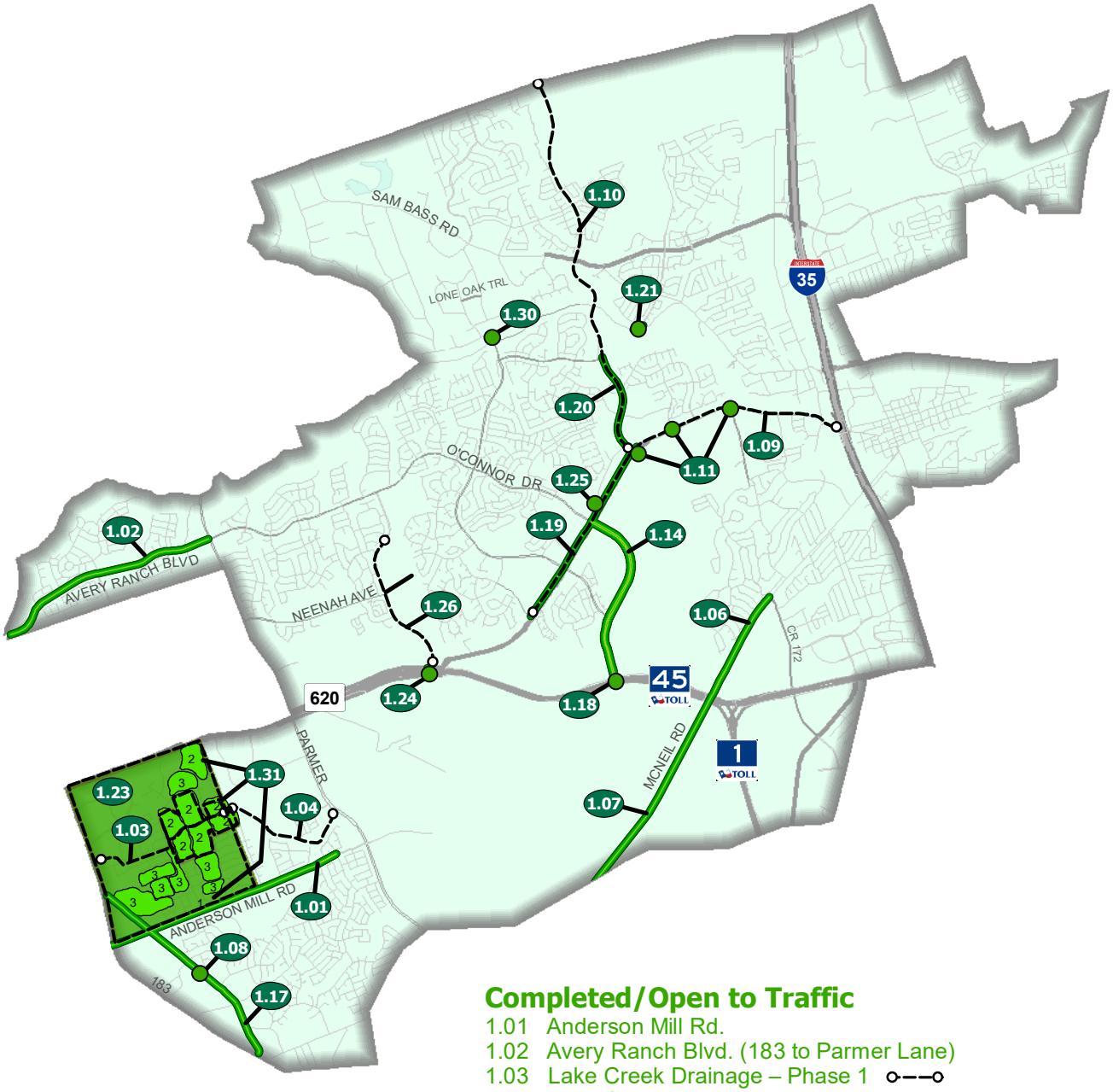
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2019

## Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**



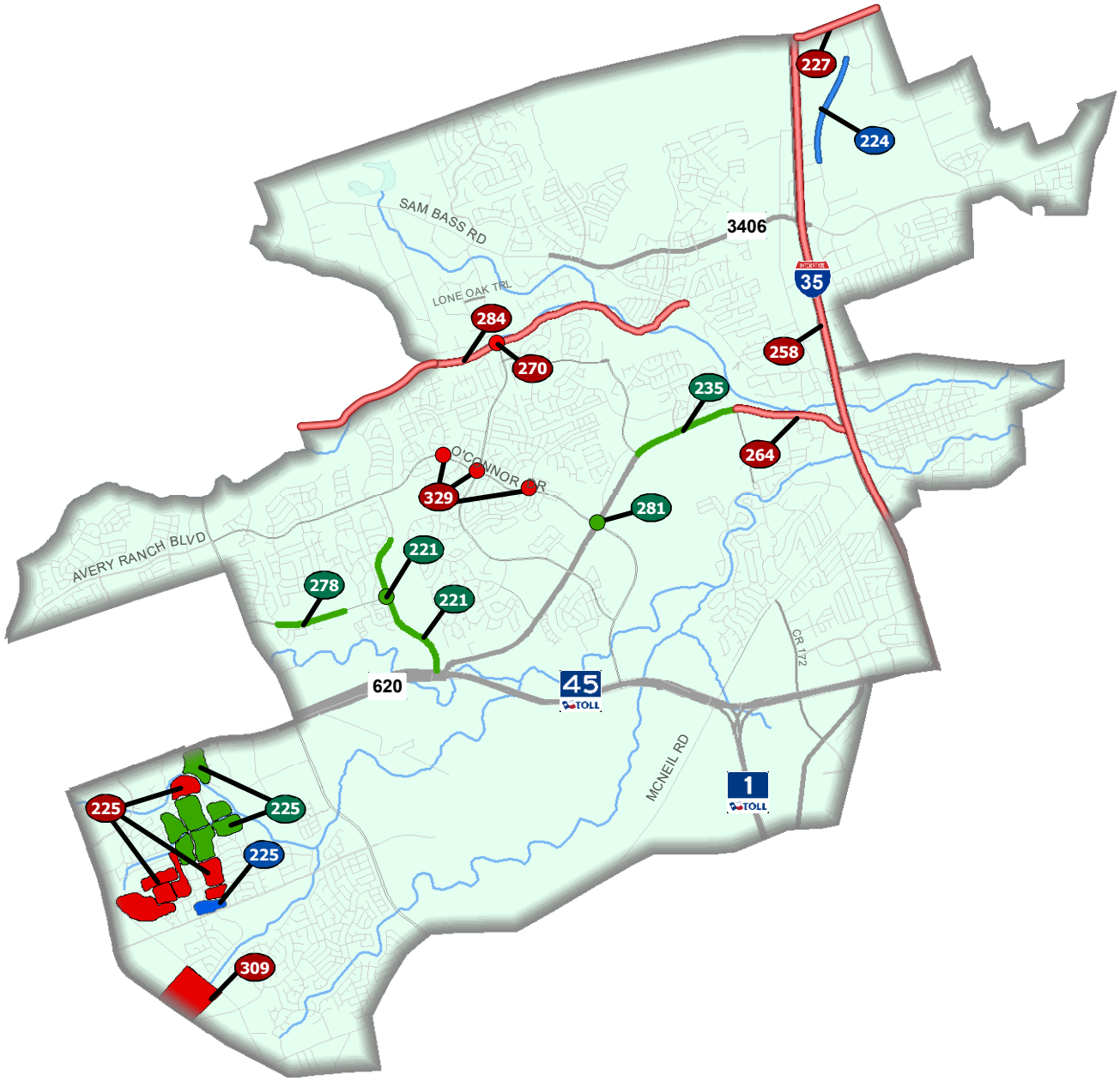
# 2006 Road Bond Program Projects
# Precinct 1 - Commissioner Cook




## Completed/Open to Traffic

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

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




## Completed/Open to Traffic

221 Pearson Ranch Road
221 Neenah Avenue and Pearson Ranch Road Traffic Signal
225 Forest North Drainage Improvements Phase 2
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620

## Under Construction/Bidding

224 North Mays Street Extension Phase 1 Arterial M (Paloma Drive to Oakmont Drive)
225 Forest North Drainage Improvements Anderson Mill Zone

## In Design

225 Forest North Drainage Improvements Phase 3
227 University Blvd Widening (IH 35 to Sunrise Road)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

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

Original Contract Price = $2,529,398.54

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 10/15/2017 | 12/6/2017 | 1/26/2018 | 2/5/2018 | 12/4/2018 | | | 350 | 0 | 350 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/5/2018 | 2/23/2018 | 19 | $125,365.50 | $125,365.50 | $13,929.50 | $13,929.50 | 6 | 5 |
| 2 | 2/24/2018 | 3/23/2018 | 28 | $150,775.20 | $276,140.70 | $16,752.80 | $30,682.30 | 14 | 13 |
| 3 | 3/24/2018 | 4/25/2018 | 33 | $191,501.10 | $467,641.80 | $21,277.90 | $51,960.20 | 24 | 23 |
| 4 | 4/26/2018 | 5/25/2018 | 30 | $161,682.75 | $629,324.55 | $17,964.75 | $69,924.95 | 32 | 31 |
| 5 | 5/26/2018 | 6/25/2018 | 31 | $247,558.88 | $876,883.43 | $27,506.54 | $97,431.49 | 44 | 40 |
| 6 | 6/26/2018 | 7/25/2018 | 30 | $213,856.20 | $1,090,739.63 | $23,761.80 | $121,193.29 | 55 | 49 |
| 7 | 7/26/2018 | 8/25/2018 | 31 | $208,142.94 | $1,298,882.57 | $23,127.00 | $144,320.29 | 65 | 58 |
| 8 | 8/26/2018 | 9/25/2018 | 31 | $137,292.48 | $1,436,175.05 | $15,254.72 | $159,575.01 | 72 | 67 |
| 9 | 9/26/2018 | 10/25/2018 | 30 | $98,959.95 | $1,535,135.00 | $10,995.55 | $170,570.56 | 77 | 75 |
| 10 | 10/26/2018 | 11/30/2018 | 36 | $310,666.25 | $1,845,801.25 | $34,518.47 | $205,089.03 | 93 | 85 |
| 11 | 12/1/2018 | 12/31/2018 | 4 | $283,617.15 | $2,129,418.40 | -$161,631.51 | $43,457.52 | 99 | 87 |
| 12 | 1/1/2019 | 4/30/2019 | 0 | $22,335.36 | $2,151,753.76 | $455.82 | $43,913.34 | 100 | 87 |

6/28/2019 Comments - The Certificate of Completion was issued. The As-Builts have been received. The close-out process is ongoing.

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

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

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

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

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 4/9/2019 | $ 15,968.18 | $ 22,841.60 |

1B: Design Error or Omission. Other. This Change Order will compensate the Contractor for various items of additional work including construction of the pedestrian rail footings adjacent to box culvert wingwalls, extending a concrete slab located in the roadway over an existing box culvert and painting "Fire Lane" markings on driveway curb. 4B:Third Party Accommodation. Third party requested work. This Change Order also compensates the Contractor for relocating two small signs at the request of the City of Austin.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 4/16/2019 | $ (7,500.00) | $ 15,341.60 |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of City of Austin Utility Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 6/4/2019 | $ (339,073.04) | $ (323,731.44) |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Williamson County Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $2,205,667.10

**Neenah Avenue at Pearson Ranch Road Traffic Signal**
**Project No. 1804-222**

Original Contract Price = $267,031.15

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 5/16/2018 | 6/5/2018 | 7/20/2018 | 7/30/2018 | 1/18/2019 | | 150 | 23 | 173 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/30/2018 | 8/25/2018 | 27 | $9,538.66 | $9,538.66 | $1,059.85 | $1,059.85 | 4 | 16 |
| 2 | 8/26/2018 | 11/30/2018 | 97 | $58,180.50 | $67,719.16 | $6,464.50 | $7,524.35 | 26 | 72 |
| 3 | 12/1/2018 | 12/21/2018 | 21 | $77,850.00 | $145,569.16 | $8,650.00 | $16,174.35 | 55 | 84 |
| 4 | 12/22/2018 | 1/18/2019 | 28 | $85,015.03 | $230,584.19 | $9,446.12 | $25,620.47 | 88 | 100 |
| 5 | 1/19/2019 | 3/29/2019 | 0 | $28,170.00 | $258,754.19 | $3,130.00 | $28,750.47 | 99 | 100 |
| 6 | 3/30/2019 | 4/30/2019 | 0 | $1,314.65 | $260,068.84 | $146.07 | $28,896.54 | 99 | 100 |

6/28/2019 Comments - The documents for close-out are being submitted.

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

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

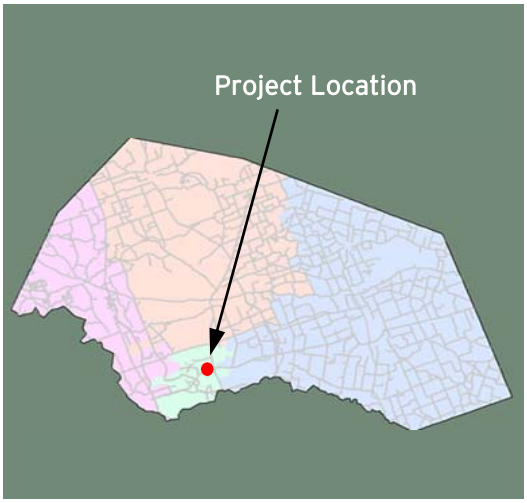
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 3/19/2019 | $ 31,300.00 | $ 46,300.00 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds PVC conduit bore items necessary to replace existing conduits that were found to be damaged and an additional month of barricades to the contract.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 5/21/2019 | $ (21,865.77) | $ 24,434.23 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides for the final balancing for the overrun/underrun of Comntract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $291,465.38




**North Mays Street Extension Phase 1**
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - March 2020
Estimated Construction Cost: $10.8 Million

## JUNE 2019 IN REVIEW

**06/07/2019:** Capital Excavation continued roadway excavation and embanking material at the proposed bridge's northern header bank. Subcontractor Voges Drilling began drill shaft work at Abutment 11.

**06/14/2019:** Embankment continued from the northern bridge end and high clay soil was excavated south of Oakmont Drive. The southbound slope continued to be graded from the northern bridge end to midway to Oakmont Drive where clay has been removed. Subcontractor Voges drilled drill shafts at Bents 6 and 10.

**06/21/2019:** Material excavation began at the south end of the project and the material was used as embankment on the bottom lifts of the south header bank for the bridge. Subcontractor Voges completed drill shafts at Bent 6 and began drill shafts at Bent 7.

**06/28/2019:** Embankment of material continued for the south header bank for the bridge. Type C embankment was hauled and placed north of the bridge. Subcontractor Voges continued drill shafts at Bent 7 and 9. One utility remains to be relocated.

Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Ryan Rivera, HNTB

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

HNTB

PRIME STRATEGIES, INC.

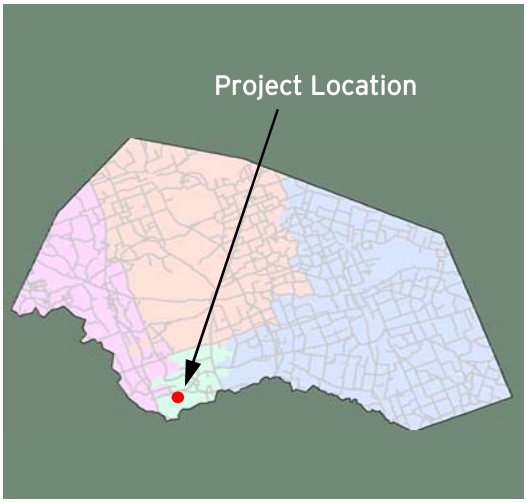
**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)**
**Project No. 1810-265**

Original Contract Price = $10,775,835.75

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 11/14/2018 | 12/4/2018 | 1/18/2019 | 1/28/2019 | | | | 410 | 0 | 410 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/28/2019 | 1/31/2019 | 4 | $523,139.40 | $523,139.40 | $58,126.60 | $58,126.60 | 5 | 1 |
| 2 | 2/1/2019 | 2/28/2019 | 28 | $2,584.80 | $525,724.20 | $287.20 | $58,413.80 | 5 | 8 |
| 3 | 3/1/2019 | 4/30/2019 | 61 | $102,281.40 | $628,005.60 | $11,364.60 | $69,778.40 | 6 | 23 |
| 4 | 5/1/2019 | 5/31/2019 | 31 | $593,318.74 | $1,221,324.34 | $65,924.30 | $135,702.70 | 13 | 30 |

Adjusted Price = $10,775,835.75




**Forest North - Anderson Mill**
(Residential Drainage of the Anderson Mill zone of the Forest North Subdivision)

Project Length: Residential Neighborhood
Roadway Classification: Drainage Improvements

Project Schedule: April 2019 - July 2019
Estimated Construction Cost: $0.3 Million

## JUNE 2019 IN REVIEW

**06/07/2019:** QA Construction continued installing storm pipe and boxes for System 2 along Anderson Lane and Sherbourne. The driveway at the dentist office was demolished and formed for a concrete pour.

**06/14/2019:** All pipe work for the project has been completed. All driveway work has been completed. Ditch grading resumed throughout the project.

**06/21/2019:** The last driveway and the asphalt patch were completed and topsoil spreading began in the channels. Riprap placement around the inlets was completed.

**06/28/2019:** Sod was placed throughout the project.

Design Engineer: K. Friese & Associates
Contractor: QA Construction
Construction Observation:
Ryan Rivera, HNTB

**Williamson County**
**Road and Bridge**

HNTB

PRIME STRATEGIES, INC.

**Forest North - Anderson Mill**
**Project No. 1811-278**

Original Contract Price = $295,000.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/5/2018 | 1/15/2019 | 4/3/2019 | 4/15/2019 | | | | 30 | 0 | 30 |

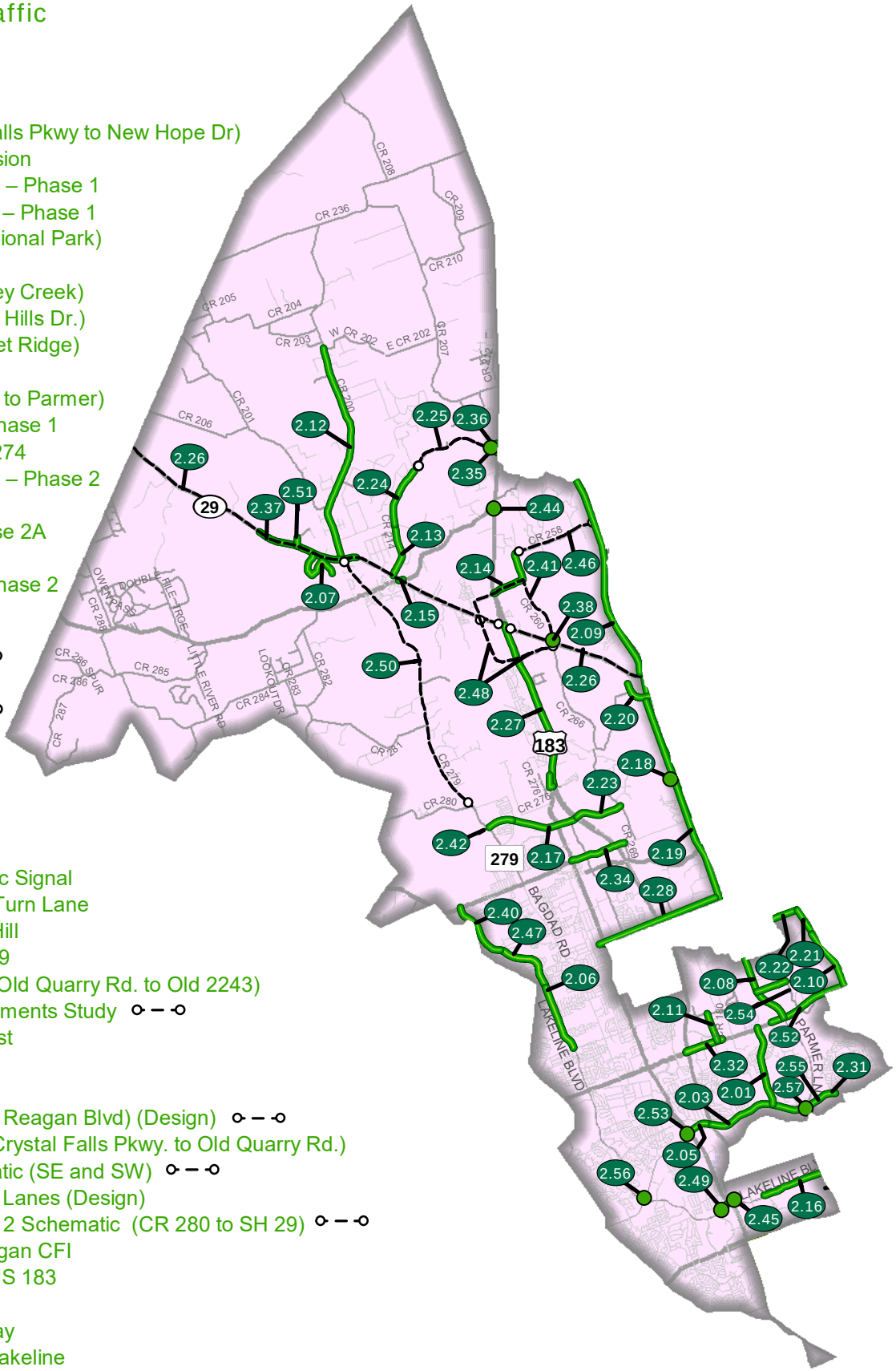
| Invoice | Beginning | Ending | Days | Current | Invoice | Current | Total | % ($) | % Time |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 4/15/2019 | 6/20/2019 | 30 | $145,702.80 | $145,702.80 | $16,189.20 | $16,189.20 | 55 | 100 |

Adjusted Price = $295,000.00

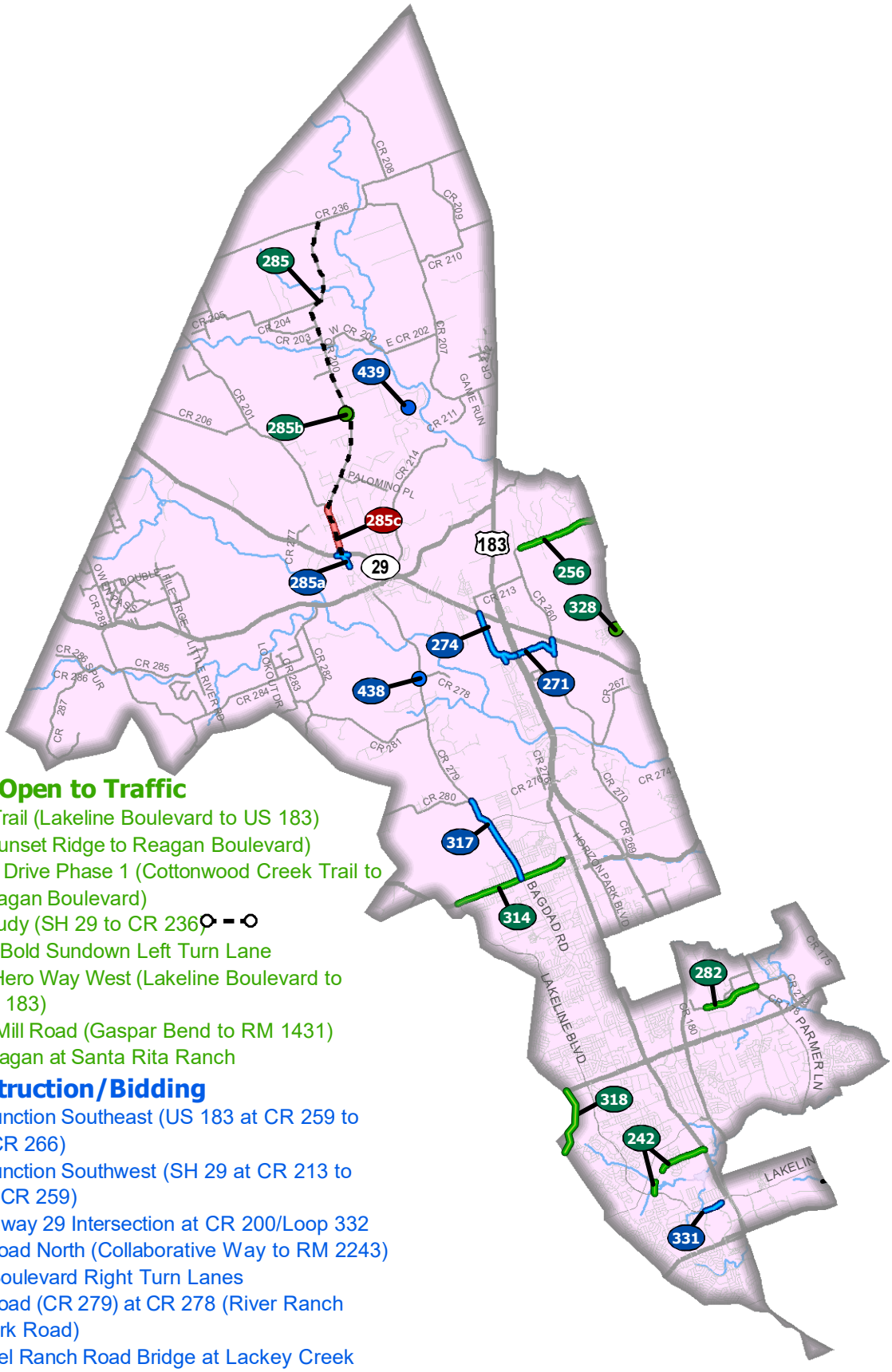
# 2006 Road Bond Program Projects
# Precinct 2 - Commissioner Long

## Completed/Open to Traffic

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



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




## Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch

## Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
285a State Highway 29 Intersection at CR 200/Loop 332
317 Bagdad Road North (Collaborative Way to RM 2243)
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

## In Design

285c CR 200 (CMTA Railroad to CR 201)

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

Original Contract Price = $368,861.80

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

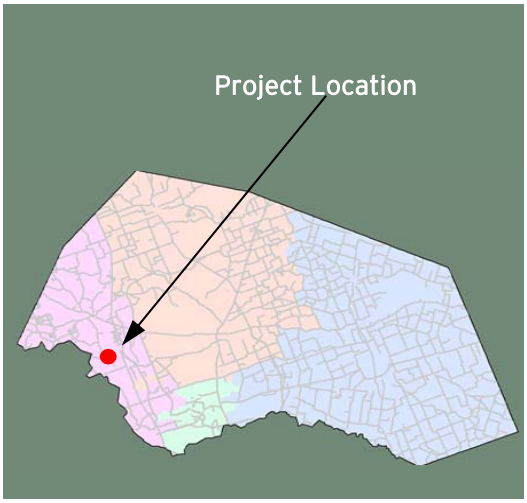
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/9/2018 | 7/31/2018 | 17 | $74,180.25 | $74,180.25 | $8,242.25 | $8,242.25 | 24 | 38 |
| 2 | 8/1/2018 | 8/31/2018 | 17 | $82,674.72 | $156,854.97 | $9,186.08 | $17,428.33 | 51 | 76 |
| 3 | 9/1/2018 | 9/30/2018 | 4 | $39,983.49 | $196,838.46 | $4,442.61 | $21,870.94 | 63 | 84 |
| 4 | 10/1/2018 | 10/30/2018 | 6 | $98,140.59 | $294,979.05 | $10,904.51 | $32,775.45 | 95 | 98 |
| 5 | 11/1/2018 | 11/30/2018 | 0 | $8,377.36 | $303,356.41 | $930.82 | $33,706.27 | 98 | 98 |
| 6 | 12/1/2018 | 12/31/2018 | 0 | $6,351.20 | $309,707.61 | $705.69 | $34,411.96 | 100 | 98 |
| 7 | 1/1/2019 | 2/28/2019 | 0 | $455.76 | $310,163.37 | $51.01 | $34,462.97 | 100 | 98 |

6/28/2019 Comments - Vegetation establishment is the final punchlist item.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 4/9/2019 | $ (24,235.83) | $ (24,235.83) |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. New bid items were added

Adjusted Price = $344,625.97




**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)**
(Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles
Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020
Estimated Construction Cost: $3.0 Million

## JUNE 2019 IN REVIEW

**06/07/2019:** No crew onsite this week.

**06/21/2019:** Flexible base material from Industrial Asphalt Stockpile #103 has been approved.

**06/28/2019:** Champion Site Prep patched potholes, repaired silt fence and maintained traffic control devices. Flexible base work is scheduled to resume.

Design Engineer: Lockwood, Andrews, & Newnam
Contractor: Champion Site Prep
Construction Observation:
Steven Shull / Feng Chen, HNTB

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

HNTB

PRIME STRATEGIES, INC.

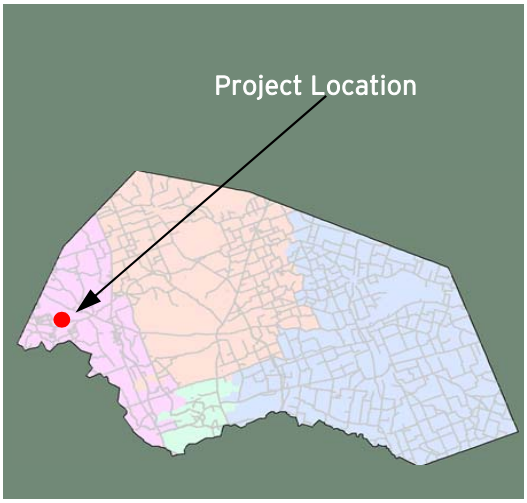
**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)**
**Project No. 1805-229**

Original Contract Price = $2,959,000.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/15/2018 | 9/11/2018 | 10/18/2018 | 10/28/2018 | | | | 480 | | 480 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 10/28/2018 | 12/31/2018 | 65 | $7,295.69 | $7,295.69 | $810.74 | $810.74 | 0 | 14 |
| 2 | 1/1/2019 | 1/31/2019 | 31 | $204,653.21 | $211,948.90 | $22,739.25 | $23,549.99 | 8 | 20 |
| 3 | 2/1/2019 | 2/28/2019 | 28 | $159,772.72 | $371,721.62 | $17,752.52 | $41,302.51 | 14 | 26 |
| 4 | 3/1/2019 | 3/31/2019 | 31 | $137,964.55 | $509,686.17 | $15,329.40 | $56,631.91 | 19 | 32 |
| 5 | 4/1/2019 | 4/30/2019 | 30 | $194,875.30 | $704,561.47 | $21,652.81 | $78,284.72 | 26 | 39 |
| 6 | 5/1/2019 | 5/31/2019 | 31 | $136,748.31 | $841,309.78 | $15,194.26 | $93,478.98 | 32 | 45 |
| 7 | 6/1/2019 | 6/30/2019 | 30 | $1,833.75 | $843,143.53 | $203.75 | $93,682.73 | 32 | 51 |

Adjusted Price = $2,959,000.00




## SH 29 Intersection at CR 200 / Loop 332

(Intersection Improvements at CR 200 and SH 29)

Project Length: .35 Miles
Roadway Classification: Rural Major Collector

Project Schedule: December 2018-July 2019
Estimated Construction Cost: $1.7 Million

## JUNE 2019 IN REVIEW

**06/07/2019:** Cox Commercial Construction installed, pressure tested and pulled Bac T samples from the 6" water line along LP 332.

**06/14/2019:** The wet connection of the 6" water line was completed along LP 332. Topsoil placement continued. Subcontractor Flasher began installing slip base for the small roadway signs.

**06/21/2019:** Topsoil continued to be placed at CR 332 and CR 200. Subcontractor Rucoba placed concrete for the safety end treatments at Culvert 3, the additional driveway off LP 332, and the concrete riprap at Drop Inlet 4 (on the northeast corner of SH 29 and CR 200). ADA Ramps were formed for the pedestrian crossing on SH 29.

**06/28/2019:** General clean-up began. Subcontractor Rucoba installed the additional area inlet on Culvert 2 between Winkley's driveway and the antique store driveway. Subcontractor G Carter adjusted pull boxes to finish grade, formed the aprons for the pull boxes, and drilled the pedestrian pole foundations at the ADA Ramps. Subcontractor BMP placed the hydroseed and soil retention blanket throughout the project. Subcontractor Flasher continued to install sign foundations.

Design Engineer: O'Brien Engineering
Contractor: Cox Commercial Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

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

HNTB

PRIME STRATEGIES, INC.

**SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements at CR 200 and SH 29)**

**Project No. 1805-232** Original Contract Price = $1,705,061.70

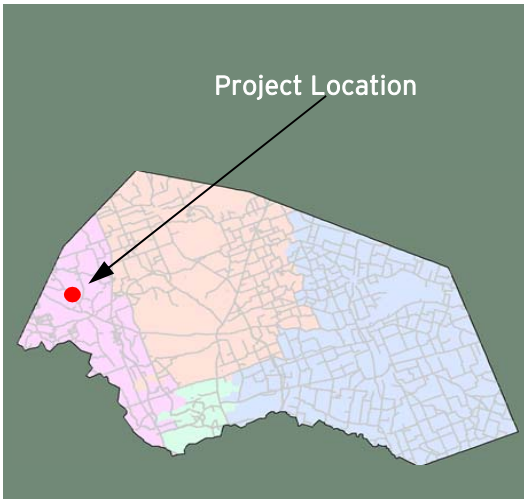
| Letting | Award | Notice To Proceed | Begin Work | Substantially Complete | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/28/2016 | 8/28/2018 | 11/20/2018 | 12/3/2018 | | | | 180 | | 180 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|
| 1 | 12/3/2018 | 12/31/2018 | 29 | $111,968.00 | $111,968.00 | 6 | 16 |
| 2 | 1/1/2019 | 1/31/2019 | 31 | $284,815.54 | $396,783.54 | 23 | 33 |
| 3 | 2/1/2019 | 2/28/2019 | 28 | $311,269.73 | $708,053.27 | 41 | 49 |
| 4 | 3/1/2019 | 3/31/2019 | 31 | $264,196.63 | $972,249.90 | 56 | 66 |
| 5 | 4/1/2019 | 4/30/2019 | 30 | $262,325.70 | $1,234,575.60 | 71 | 83 |
| 6 | 5/1/2019 | 5/31/2019 | 31 | $274,692.04 | $1,509,267.64 | 87 | 100 |

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/7/2019 | $ 32,028.08 | $ 32,028.08 |

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

Adjusted Price = $1,737,089.78




**San Gabriel Ranch Road Bridge at Lackey Creek**
(Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
Roadway Classification: Bridge

Project Schedule: October 2018-January 2020
Estimated Construction Cost: $1.4 Million

## JUNE 2019 IN REVIEW

**06/07/2019:** Bridge shafts were completed. Greater Austin Development started forming Abutment 1 and bridge columns at Bent 2.

**06/14/2019:** Forms for the Abutment cap were stripped and bridge columns were placed. Concrete separation is visible in the bridge columns concrete. The Contractor will submit a structural analysis and repair procedures. Backwall and wingwalls for Abutment 1 and the Cap for Abutment 3 were formed.

**06/21/2019:** Subcontractor Ranger continued delivering rocks for the riprap to be placed in the channel.

**06/28/2019:** Concrete was placed for the Abutment 3 cap section.

Design Engineer: Freese and Nichols
Contractor: A Greater Austin Development Co
Construction Observation:
Steven Shull / Feng Chen, HNTB

**Williamson County**
**Road and Bridge**

HNTB

PRIME STRATEGIES, INC.

**San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)**
**Project No. 1807-252** Original Contract Price = $1,425,301.90

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 9/5/2018 | 9/18/2018 | 10/12/2018 | 10/22/2018 | | | 125 | | 125 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/1/2018 | 11/30/2018 | 0 | $20,025.00 | $20,025.00 | $2,225.00 | $2,225.00 | 2 | 0 |
| 2 | 12/1/2018 | 12/31/2018 | 0 | $6,088.77 | $26,113.77 | $676.53 | $2,901.53 | 2 | 0 |
| 3 | 1/1/2019 | 1/31/2019 | 0 | $12,825.00 | $38,938.77 | $1,425.00 | $4,326.53 | 3 | 0 |
| 4 | 2/1/2019 | 3/31/2019 | 0 | $14,943.46 | $53,882.23 | $1,660.38 | $5,986.91 | 4 | 0 |
| 5 | 4/1/2019 | 4/30/2019 | 30 | $192,636.00 | $246,518.23 | $21,404.00 | $27,390.91 | 19 | 24 |
| 6 | 5/1/2019 | 5/31/2019 | 31 | $110,889.98 | $357,408.21 | $12,321.11 | $39,712.02 | 28 | 49 |
| 7 | 6/1/2019 | 6/30/2019 | 30 | $39,727.80 | $397,136.01 | $4,414.20 | $44,126.22 | 31 | 73 |

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/21/2019 | $ 16,166.09 | $ 16,166.09 |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Adjusted Price = $1,441,467.99

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

Original Contract Price = $420,608.60

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/25/2018 | 10/9/2018 | 10/24/2018 | 11/5/2018 | 2/4/2019 | | | 30 | | 30 |

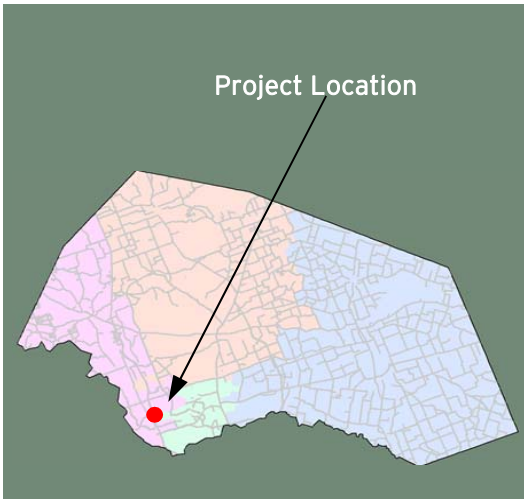
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 10/24/2018 | 10/31/2018 | 0 | $8,237.61 | $8,237.61 | $915.29 | $915.29 | 2 | 0 |
| 2 | 11/1/2018 | 11/30/2018 | 14 | $22,500.00 | $30,737.61 | $2,500.00 | $3,415.29 | 8 | 14 |
| 3 | 12/1/2018 | 12/31/2018 | 7 | $71,658.00 | $102,395.61 | $7,962.00 | $11,377.29 | 27 | 7 |
| 4 | 1/1/2019 | 1/31/2019 | 7 | $235,576.80 | $337,972.41 | $26,175.20 | $37,552.49 | 90 | 7 |
| 5 | 2/1/2019 | 2/28/2019 | 1 | $40,546.86 | $378,519.27 | $4,505.21 | $42,057.70 | 100 | 97 |
| 6 | 3/1/2019 | 4/16/2019 | 1 | $15,784.85 | $394,304.12 | -$21,304.85 | $20,752.85 | 99 | 100 |

6/28/2019 Comments - Establishment of vegetation is the remaining punchlist item.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/7/2019 | $ (1,480.65) | $ (1,480.65) |

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $419,127.95




**Lakeline Boulevard Right Turn Lanes**
(Intersection Improvements)

Project Length: .1 Miles
Roadway Classification: Urban Arterial

Project Schedule: January 2019-September 2019
Estimated Construction Cost: $0.6 Million

## JUNE 2019 IN REVIEW

**06/07/2019:** Austin Energy relocated illumination pole and began pulling wire through the new conduit runs.

**06/14/2019:** Austin Energy pulled wire through their new conduit runs and connected power to illumination pole. Old conduit is still energized.

**06/21/2019:** Subcontractor ATS relocated the existing eastbound pole and arm to the new foundation and set the new southbound pole and arm on the existing foundation. The old southbound pole and arm were removed. Old conduit was still energized in the subgrade for the turn lane.

**06/28/2019:** Austin Energy has de-energized the conduit which will allow Smith Contracting to resume work. HEB will be given two weeks' notice that the driveway will be shut down for one week beginning 7/15/19 with message boards to be set up on 7/8/19.

Design Engineer: Kimley Horn
Contractor: MA Smith Contracting
Construction Observation:
Ryan Rivera, HNTB

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

HNTB

PRIME STRATEGIES, INC.

**Lakeline Boulevard Right Turn Lane**
**Project No. 1809-259**

Original Contract Price = $567,792.55

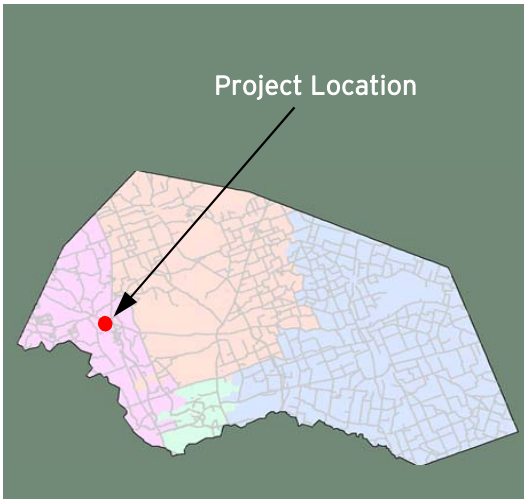
| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 10/24/2018 | 11/14/2018 | 12/20/2018 | 1/2/2019 | | | 30 | | 267 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/2/2019 | 2/28/2019 | 58 | $91,717.65 | $91,717.65 | $10,190.85 | $10,190.85 | 17 | 22 |
| 2 | 3/1/2019 | 4/3/2019 | 34 | $60,186.83 | $151,904.48 | $6,687.43 | $16,878.28 | 29 | 34 |
| 3 | 4/4/2019 | 5/1/2019 | 28 | $46,547.86 | $198,452.34 | $5,171.98 | $22,050.26 | 38 | 45 |
| 4 | 5/2/2019 | 6/5/2019 | 35 | $18,986.87 | $217,439.21 | $2,109.65 | $24,159.91 | 41 | 58 |

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 4/9/2019 | $ 17,000.00 | $ 17,000.00 |

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

Adjusted Price = $584,792.55




**Seward Junction Improvements**
(SH 29 to CR 266 & CR266 South of 259 to SH 29 )

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - December 2020
Estimated Construction Cost: $13.3 Million

## JUNE 2019 IN REVIEW

**06/07/2019:** Jordan Foster Construction cleared ROW for Seward Junction Southwest. Removal of existing ROW fence on Seward Junction Southeast began. Subcontractor Woolery Custom Fence installed wire fence on Seward Junction Southeast and Southwest.

**06/14/2019:** The rock walls at the PEC pond were demolished and the chain link fence around the PEC pond was removed. Roadway excavation and embankment on Seward Junction Southwest began. Precast box culverts were delivered and drainage construction for Seward Junction Southwest began.

**06/21/2019:** The 7'x3' boxes for Culvert B at US 183 tie-in were installed. Subcontractor ESSI continued installing silt fence along the west side ROW of Seward Junction Southwest and along south side ROW of Seward Junction Southeast.

**06/28/2019:** Jordan Foster Construction continued clearing ROW and stripping topsoil for Seward Junction Southeast. Roadway excavation and embankment on the Seward Junction Southwest continued. Demolition of the existing retaining wall at PEC pond began. Subcontractor Flasher installed channelizing devices along CR 259 and CR 266.

Design Engineer: K Friese and Aguirre Fields
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull, HNTB

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

HNTB

PRIME STRATEGIES, INC.

**Seward Junction Improvements (SH 29 to CR 266 & CR 259 to IH 29)**
**Project No. 1812-282**

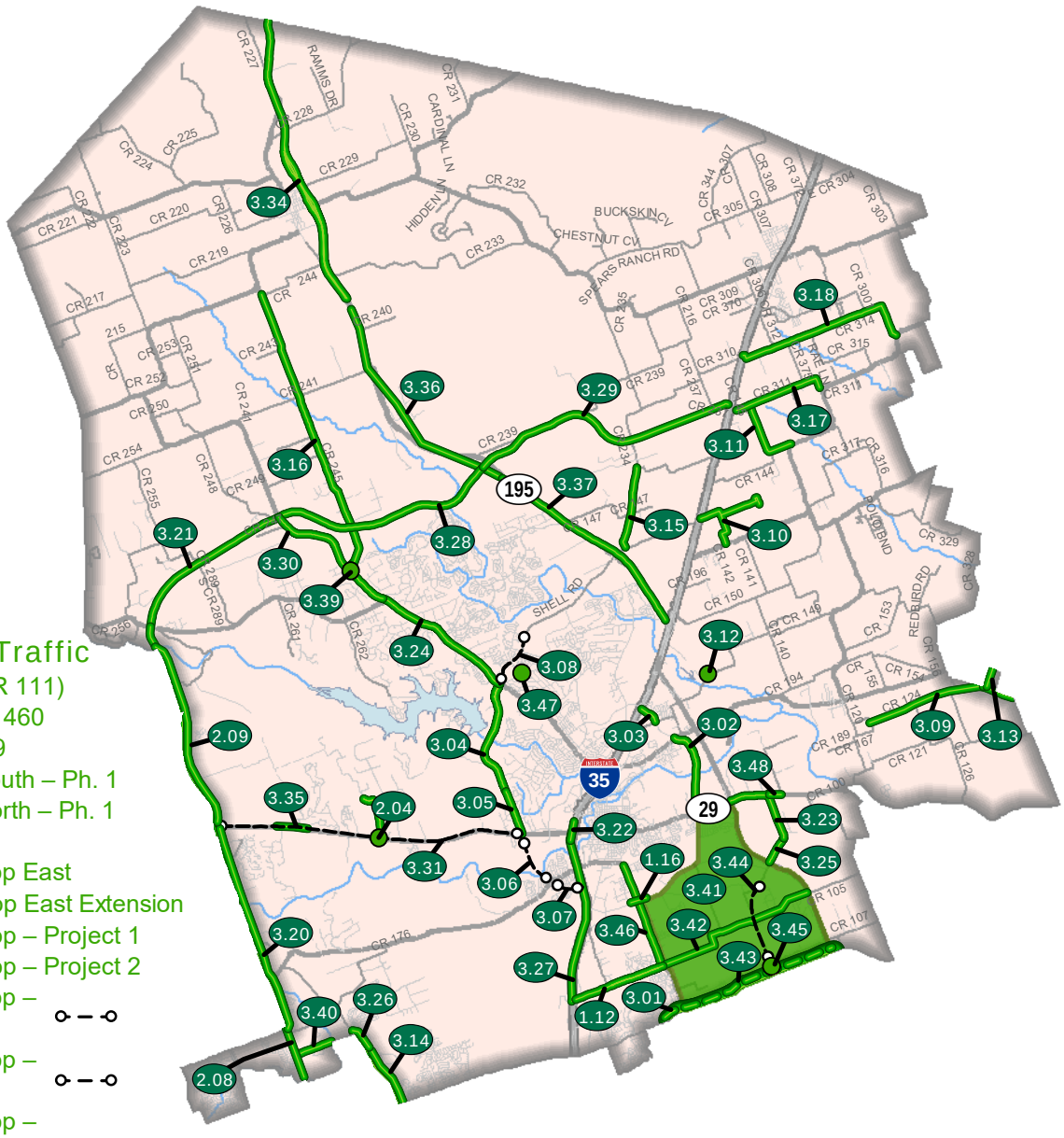
Original Contract Price = $13,270,258.10

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/19/2018 | 3/5/2019 | 4/22/2019 | 5/2/2019 | | | | 540 | | 540 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 5/2/2019 | 6/30/2019 | 60 | $1,138,506.71 | $1,138,506.71 | $126,500.75 | $126,500.75 | 10 | 11 |

Adjusted Price = $13,270,258.10

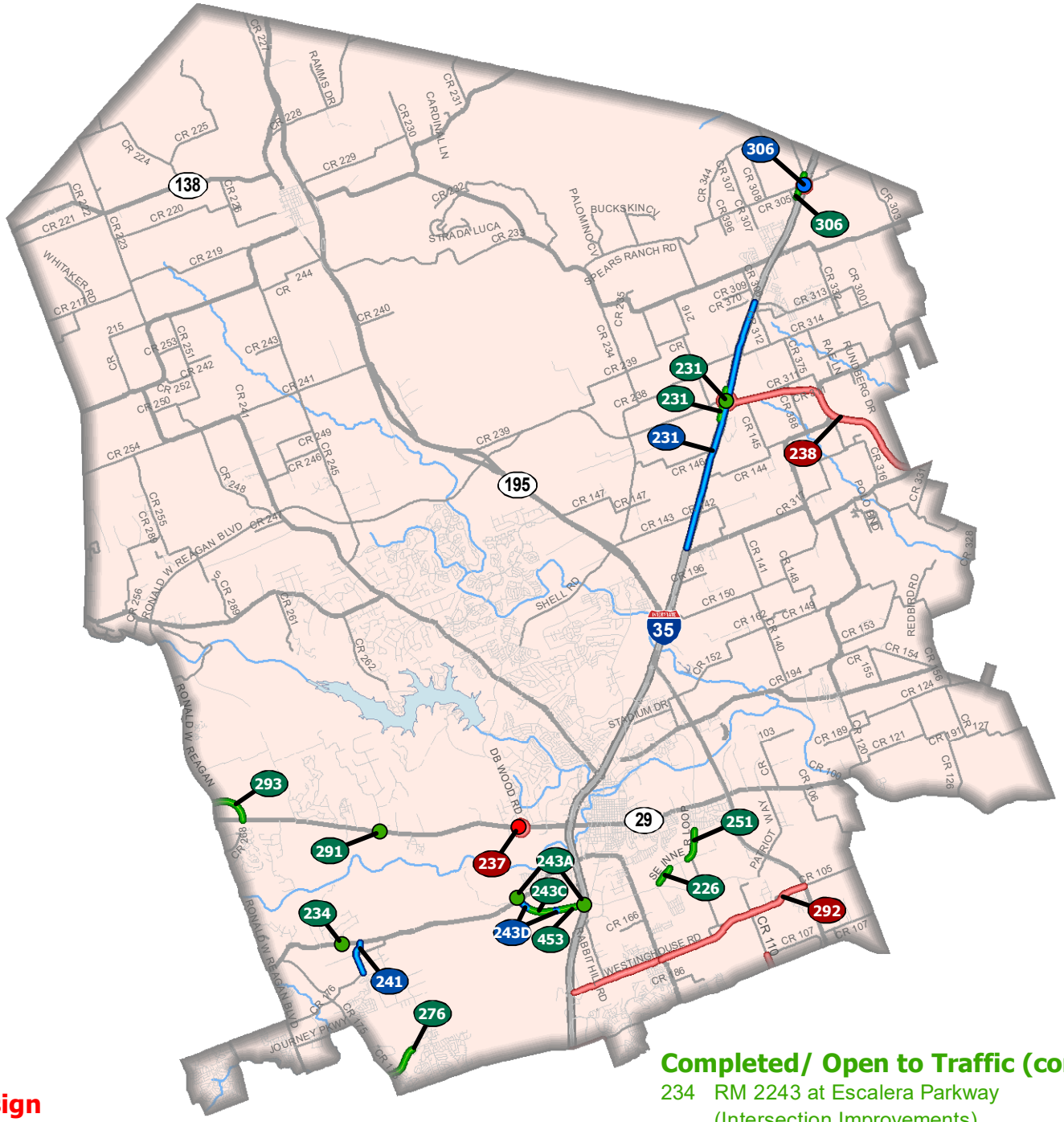
# 2006 Road Bond Program Projects
# Precinct 3 - Commissioner Covey




## Completed / Open to Traffic

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

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




## In Design

237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)

## Under Construction/Bidding

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
306 CR 305 at IH 35 Bridge Replacement

## Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

## Completed/ Open to Traffic (con't)

234 RM 2243 at Escalera Parkway (Intersection Improvements)
243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 at Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

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

Original Contract Price = $5,599,200.86

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 6/27/2017 | 7/26/2017 | 8/21/2017 | 8/21/2017 | 9/25/2018 | | | 337 | 0 | 337 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8/21/2017 | 9/30/2017 | 41 | $481,587.30 | $481,587.30 | $25,346.70 | $25,346.70 | 9 | 12 |
| 2 | 10/1/2017 | 10/31/2017 | 31 | $458,144.63 | $939,731.93 | $24,112.88 | $49,459.58 | 17 | 21 |
| 3 | 11/1/2017 | 11/30/2017 | 30 | $165,940.58 | $1,105,672.51 | $8,733.71 | $58,193.29 | 20 | 30 |
| 4 | 12/1/2017 | 12/31/2017 | 31 | $175,800.58 | $1,281,473.09 | $9,252.66 | $67,445.95 | 24 | 39 |
| 5 | 1/1/2018 | 1/31/2018 | 31 | $568,442.13 | $1,849,915.22 | $29,918.01 | $97,363.96 | 34 | 49 |
| 6 | 2/1/2018 | 2/28/2018 | 28 | $282,226.98 | $2,132,142.20 | $14,854.05 | $112,218.01 | 39 | 57 |
| 7 | 3/1/2018 | 3/31/2018 | 31 | $696,205.12 | $2,828,347.32 | $36,642.70 | $148,860.71 | 52 | 66 |
| 8 | 4/1/2018 | 4/30/2018 | 30 | $424,409.91 | $3,252,757.23 | $22,337.04 | $171,197.75 | 60 | 75 |
| 9 | 5/1/2018 | 5/31/2018 | 31 | $267,712.89 | $3,520,470.12 | $14,089.28 | $185,287.03 | 65 | 84 |
| 10 | 6/1/2018 | 6/30/2018 | 30 | $352,872.20 | $3,873,342.32 | $18,572.22 | $203,859.25 | 71 | 93 |
| 11 | 7/1/2018 | 7/31/2018 | 31 | $149,691.68 | $4,023,034.00 | $7,878.51 | $211,737.76 | 74 | 102 |
| 12 | 8/1/2018 | 8/31/2018 | 31 | $857,510.85 | $4,880,544.85 | $45,133.02 | $256,870.78 | 90 | 112 |
| 13 | 9/1/2018 | 9/25/2018 | 25 | $154,914.24 | $5,035,459.09 | $8,153.38 | $265,024.16 | 93 | 119 |
| 14 | 9/26/2018 | 11/30/2018 | 0 | $228,483.14 | $5,263,942.23 | $12,025.43 | $277,049.59 | 97 | 119 |
| 15 | 12/1/2018 | 1/31/2019 | 0 | $191,866.04 | $5,455,808.27 | -$227,049.59 | $50,000.00 | 96 | 119 |

6/28/2019 Comments - The Balancing Change Order is being processed.

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

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

Adjusted Price = $5,713,278.44

**Inner Loop Improvements (Wilco Way to Belmont Drive)**
**Project No. 1706-168** Original Contract Price = $5,352,696.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/9/2017 | 8/30/2017 | 9/18/2017 | 9/28/2017 | 12/21/2018 | | | 300 | 98 | 398 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/28/2017 | 10/31/2017 | 34 | $324,036.00 | $324,036.00 | $36,004.00 | $36,004.00 | 7 | 9 |
| 2 | 11/1/2017 | 11/30/2017 | 30 | $429,129.00 | $753,165.00 | $47,681.00 | $83,685.00 | 16 | 16 |
| 3 | 12/1/2017 | 1/31/2018 | 62 | $460,398.44 | $1,213,563.44 | $51,155.38 | $134,840.38 | 26 | 32 |
| 4 | 2/1/2018 | 2/28/2018 | 28 | $52,007.22 | $1,265,570.66 | $5,778.58 | $140,618.96 | 27 | 39 |
| 5 | 3/1/2018 | 3/31/2018 | 31 | $346,718.46 | $1,612,289.12 | $38,524.28 | $179,143.24 | 34 | 46 |
| 6 | 4/1/2018 | 4/30/2018 | 30 | $616,068.50 | $2,228,357.62 | $68,452.05 | $247,595.29 | 47 | 54 |
| 7 | 5/1/2018 | 5/31/2018 | 31 | $625,661.55 | $2,854,019.17 | $69,517.95 | $317,113.24 | 60 | 62 |
| 8 | 6/1/2018 | 6/30/2018 | 30 | $940,709.70 | $3,794,728.87 | $104,523.31 | $421,636.55 | 80 | 69 |
| 9 | 7/1/2018 | 7/31/2018 | 31 | $464,007.65 | $4,258,736.52 | $51,556.40 | $473,192.95 | 90 | 77 |
| 10 | 8/1/2018 | 8/31/2018 | 31 | $164,300.22 | $4,423,036.74 | $18,255.58 | $491,448.53 | 93 | 85 |
| 11 | 9/1/2018 | 9/30/2018 | 30 | $55,348.69 | $4,478,385.43 | $6,149.85 | $497,598.38 | 95 | 92 |
| 12 | 10/1/2018 | 10/31/2018 | 31 | $35,315.10 | $4,513,700.53 | $3,923.90 | $501,522.28 | 95 | 100 |
| 13 | 11/1/2018 | 11/30/2018 | 30 | $68,351.25 | $4,582,051.78 | $7,594.58 | $509,116.86 | 97 | 108 |
| 14 | 12/1/2018 | 12/22/2018 | 22 | $67,106.34 | $4,649,158.12 | $7,456.26 | $516,573.12 | 98 | 113 |
| 15 | 12/23/2018 | 2/28/2019 | 0 | $32,411.02 | $4,681,569.14 | $3,601.23 | $520,174.35 | 99 | 113 |
| 16 | 3/1/2019 | 3/15/2019 | 0 | $18,154.74 | $4,699,723.88 | $2,017.19 | $522,191.54 | 99 | 113 |
| 17 | 3/16/2019 | 4/30/2019 | 0 | $499,998.40 | $5,199,722.28 | -$499,998.40 | $22,193.14 | 99 | 113 |

6/28/2019 Comments - Final punchlist items are being completed.

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

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

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

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

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

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

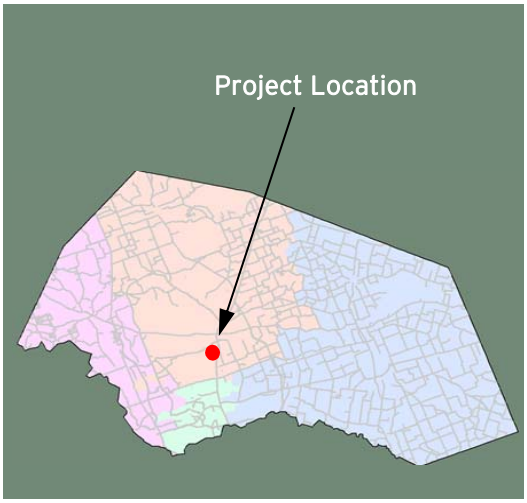
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 3/5/2019 | $ 20,171.94 | $ 247,684.96 |

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

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 6/25/2019 | $ (343,688.29) | $ (96,003.33) |

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the

Adjusted Price = $5,256,692.67




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

Project Length: 1.6 Miles
Roadway Classification: Major Urban Collector

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

## JUNE 2019 IN REVIEW

**06/07/2019:** James Construction excavated at the ROW at Wall 6 and on the top east end of the quarry near the tie-in to Segment 1. Rebar was tied at Spans 4, 5, and 6. The Bidwell machine is on top of the bridge deck and was adjusted to the panels, forms and rebar.

**06/14/2019:** The ROW continued to be excavated at Wall 6 and on the top east end of the quarry near the tie-in to Segment 1. Rebar was tied at Spans 2 through 6, and Spans 4, 5, and 6 were poured.

**06/21/2019:** The ROW continued to be excavated at Wall 6 and on the top east end of the quarry near the tie-in to Segment 1 and materials hauled to the north pond area. Rebar continued to be tied at Spans 2 thru 6, and the Contractor continued to pour Spans 4, 5, and 6.

**06/28/2019:** The Abutment 1 approach slab was poured. Subcontractor Elite set up the equipment to start slipping the traffic barrier rail. Subcontractor G Carter placed conduit on the traffic rail dowels in the bridge deck slab. Reinforced concrete pipe at Culvert 9 has been completed.

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

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

HNTB

PRIME STRATEGIES, INC.

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

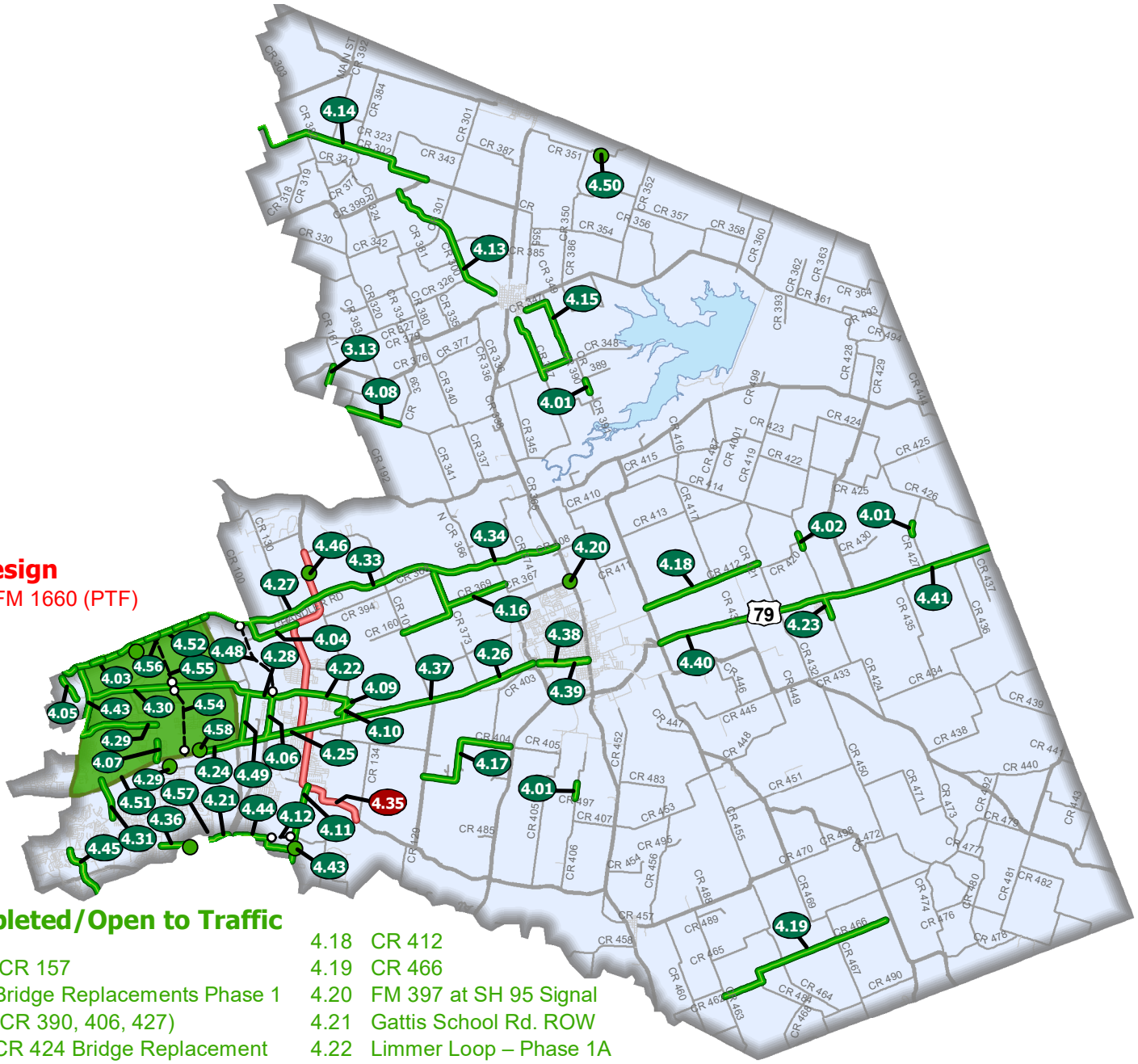
Original Contract Price = $8,087,943.77

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

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/24/2018 | 10/25/2018 | 32 | $650,245.50 | $650,245.50 | $72,249.50 | $72,249.50 | 9 | 8 |
| 2 | 10/26/2018 | 11/25/2018 | 31 | $282,139.19 | $932,384.69 | $31,348.80 | $103,598.30 | 13 | 15 |
| 3 | 11/26/2018 | 12/25/2018 | 30 | $935,358.18 | $1,867,742.87 | $103,928.69 | $207,526.99 | 26 | 22 |
| 4 | 12/26/2018 | 1/25/2019 | 31 | $150,358.76 | $2,018,101.63 | $16,706.52 | $224,233.51 | 28 | 30 |
| 5 | 1/26/2019 | 2/25/2019 | 31 | $87,117.34 | $2,105,218.97 | $9,679.71 | $233,913.22 | 29 | 37 |
| 6 | 2/26/2019 | 3/25/2019 | 28 | $658,360.62 | $2,763,579.59 | $73,151.18 | $307,064.40 | 38 | 44 |
| 7 | 3/26/2019 | 4/25/2019 | 31 | $368,480.57 | $3,132,060.16 | $40,942.28 | $348,006.68 | 43 | 51 |
| 8 | 4/26/2019 | 5/25/2019 | 30 | $518,691.89 | $3,650,752.05 | $57,632.43 | $405,639.11 | 50 | 58 |
| 9 | 5/26/2019 | 6/25/2019 | 31 | $525,821.35 | $4,176,573.40 | $58,424.60 | $464,063.71 | 57 | 65 |

Adjusted Price = $8,087,943.77

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



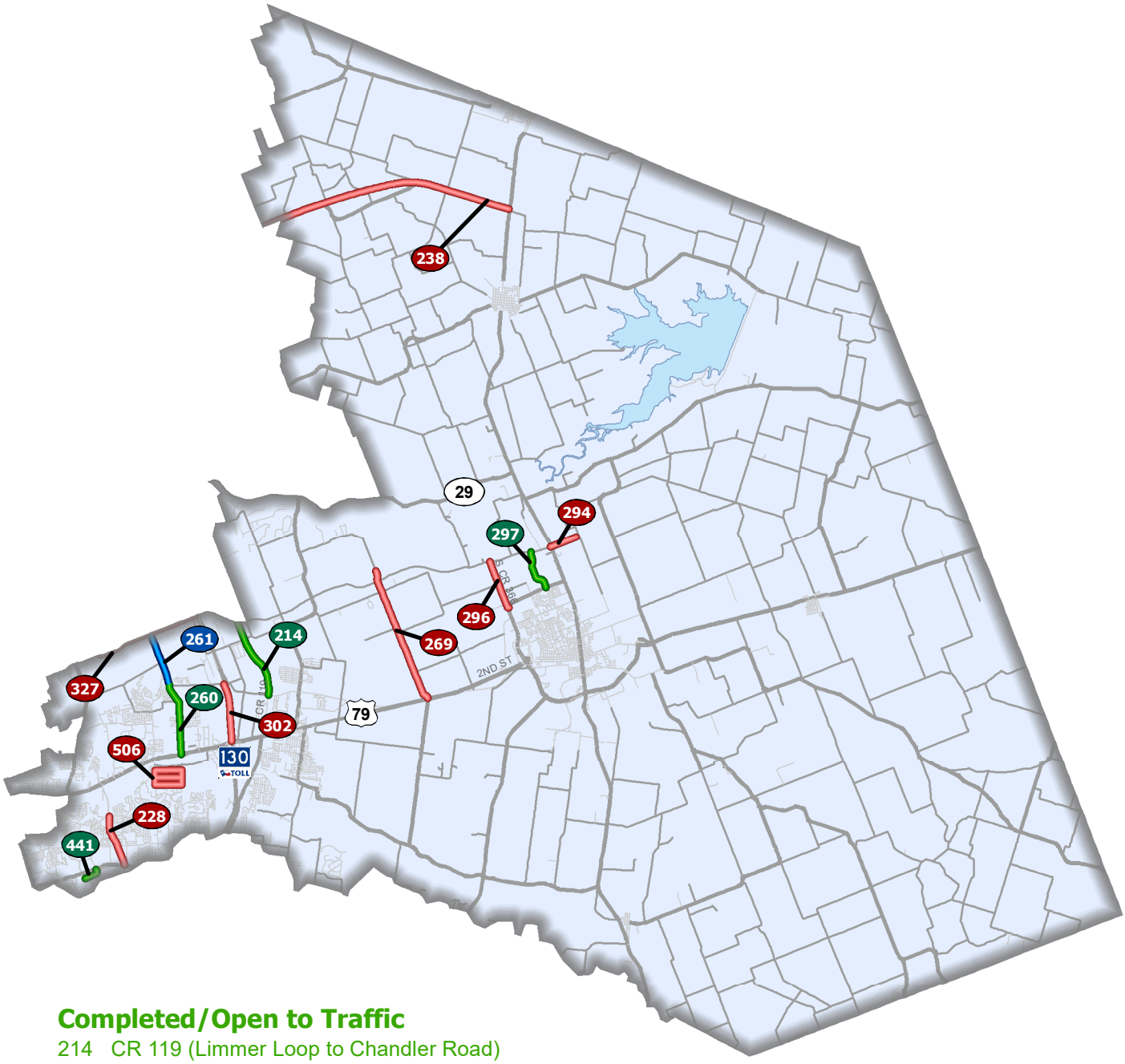

## In Design

4.35 FM 1660 (PTF)

## Completed/Open to Traffic

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

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




## Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

## Under Construction/Bidding

261 CR 110 Middle (Limmer Loop to CR 107)

## In Design

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
269 CR 101 (US 79 to North of Chandler Road)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)/SH 130 Traffic Study
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
506 Greenfield and Oak Bluff Estates Drainage Improvements

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

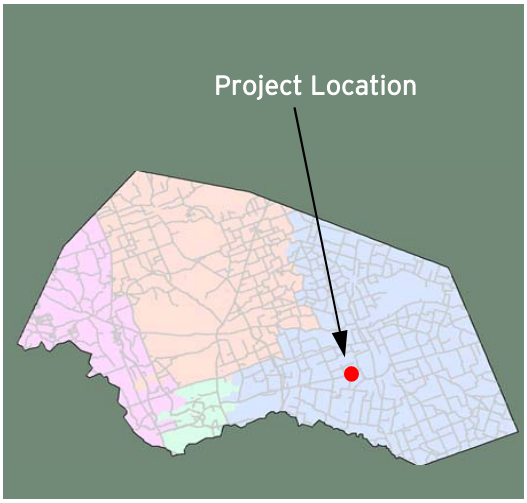
Original Contract Price = $6,640,302.71

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 10/25/2017 | 11/15/2017 | 12/8/2017 | 12/18/2017 | 3/27/2019 | | | 450 | | 450 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 12/1/2017 | 12/31/2017 | 31 | $65,613.60 | $65,613.60 | $7,290.40 | $7,290.40 | 1 | 7 |
| 2 | 1/1/2018 | 1/31/2018 | 31 | $473,860.64 | $539,474.24 | $52,651.18 | $59,941.58 | 9 | 14 |
| 3 | 2/1/2018 | 2/28/2018 | 28 | $323,428.91 | $862,903.15 | $35,936.55 | $95,878.13 | 14 | 20 |
| 4 | 3/1/2018 | 3/31/2018 | 31 | $229,232.44 | $1,092,135.59 | $25,470.27 | $121,348.40 | 18 | 27 |
| 5 | 4/1/2018 | 4/30/2018 | 30 | $630,740.24 | $1,722,875.83 | $70,082.25 | $191,430.65 | 29 | 34 |
| 6 | 5/1/2018 | 5/31/2018 | 31 | $298,792.28 | $2,021,668.11 | $33,199.14 | $224,629.79 | 34 | 40 |
| 7 | 6/1/2018 | 6/30/2018 | 30 | $448,853.39 | $2,470,521.50 | $49,872.60 | $274,502.39 | 41 | 47 |
| 8 | 7/1/2018 | 7/31/2018 | 31 | $494,029.30 | $2,964,550.80 | $54,892.14 | $329,394.53 | 50 | 54 |
| 9 | 8/1/2018 | 8/31/2018 | 31 | $464,999.77 | $3,429,550.57 | $51,666.64 | $381,061.17 | 57 | 61 |
| 10 | 9/1/2018 | 9/30/2018 | 30 | $91,950.30 | $3,521,500.87 | $10,216.70 | $391,277.87 | 59 | 68 |
| 11 | 10/1/2018 | 10/31/2018 | 31 | $150,146.37 | $3,671,647.24 | $16,682.93 | $407,960.80 | 61 | 74 |
| 12 | 11/1/2018 | 11/30/2018 | 30 | $637,015.84 | $4,308,663.08 | $70,779.54 | $478,740.34 | 72 | 81 |
| 13 | 12/1/2018 | 12/31/2018 | 31 | $183,696.70 | $4,492,359.78 | $20,410.75 | $499,151.09 | 75 | 88 |
| 14 | 1/1/2019 | 1/31/2019 | 31 | $431,097.90 | $4,923,457.68 | -$240,021.74 | $259,129.35 | 78 | 95 |
| 15 | 2/1/2019 | 2/28/2019 | 28 | $92,272.69 | $5,015,730.37 | $4,856.46 | $263,985.81 | 80 | 101 |
| 16 | 3/1/2019 | 3/27/2019 | 27 | $921,976.40 | $5,937,706.77 | $48,525.07 | $312,510.88 | 94 | 107 |
| 17 | 3/28/2019 | 4/30/2019 | 0 | $8,292.20 | $5,945,998.97 | $436.80 | $312,947.68 | 94 | 107 |
| 18 | 5/1/2019 | 5/31/2019 | 0 | $9,978.80 | $5,955,977.77 | $525.20 | $313,472.88 | 94 | 107 |

6/28/2019 Comments - Punchlist items are ongoing.

Adjusted Price = $6,640,302.71




**CR 110 Middle**
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 - June 2020
Estimated Construction Cost: $8.9 Million

## JUNE 2019 IN REVIEW

**06/07/2019:** James Construction continued to clear and grub along the west side of CR 110 from University to the north end of project and on the south, west side of University. Excavation began for the waste water line.

**06/14/2019:** Clearing and grubbing continued along the west side of CR 110 from University to the north end of project. Lime treated base was placed on University on the east side. The north sides continued to be cleared and grubbed to subgrade. Excavation continued for the waste water line.

**06/21/2019:** Clearing and grubbing continued along the west side of CR 110 from CR 107 to north end of project. Grading subgrade continued on the northwest side of University and the first lift of flexible base was placed.

**06/28/2019:** Clearing and grubbing continued along the west side of CR 110 from CR 107 to north end of project. The first lift of flexible base was placed along east and west bound University Blvd west of CR 110. Excavation continued for the waste water line.

Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
David Thomas, HNTB

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

HNTB

PRIME STRATEGIES, INC.

**CR 110 Middle (Limmer Loop to CR 107)**
**Project No. 1809-261**

Original Contract Price = $8,910,862.73

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/14/2018 | 2/5/2019 | 4/26/2019 | 5/6/2019 | | | | 390 | | 390 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 5/6/2019 | 5/31/2019 | 26 | $719,064.06 | $719,064.06 | $79,896.01 | $79,896.01 | 9 | 7 |
| 2 | 6/1/2019 | 6/30/2019 | 30 | $327,805.09 | $1,046,869.15 | $36,422.78 | $116,318.79 | 13 | 14 |

Adjusted Price = $8,910,862.73

# Williamson County Commissioners Court

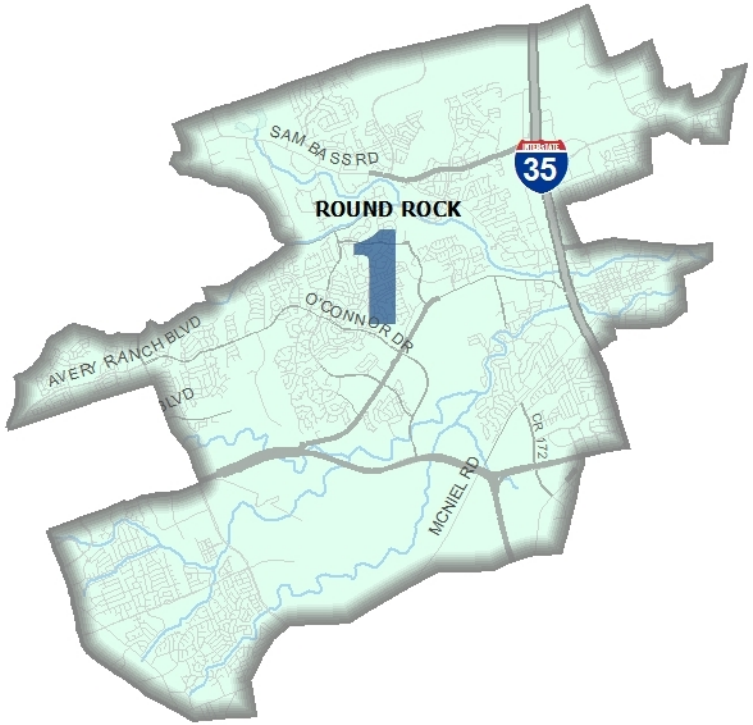
## Road Bond Program

July 16, 2019

PRIME STRATEGIES, INC.

HNTB

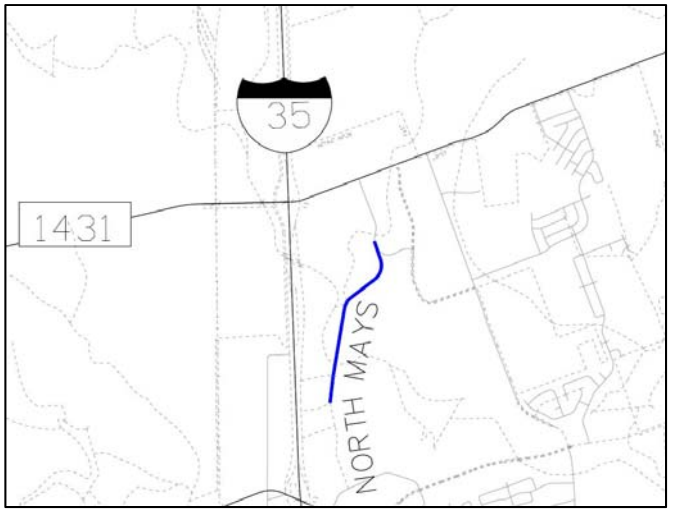
# Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
LVD
CR 172
MCNIEL RD

# North Mays Extension
# (Paloma Drive to Oakmont Drive)

Anticipated Completion

Spring 2020




Original Contract Price = $10,775,835.75

Total Change Orders to Date = $0.00

Adjusted Contract Price = $10,775,835.75

Expenditures to Date = $1,357,027.04 (13%)

# North Mays Extension
# (Paloma Drive to Oakmont Drive)

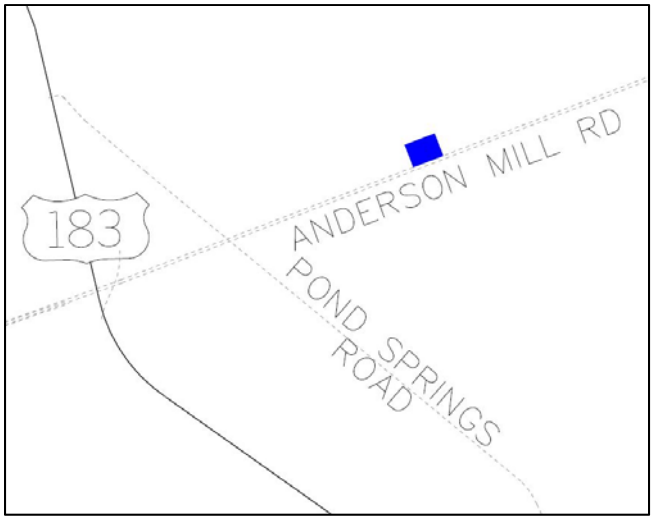
# North Mays Extension
# (Paloma Drive to Oakmont Drive)

# North Mays Extension
# (Paloma Drive to Oakmont Drive)

# Forest North Drainage Improvements
# Anderson Mill

Anticipated Completion

Summer 2019




Original Contract Price = $295,000.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $295,000.00

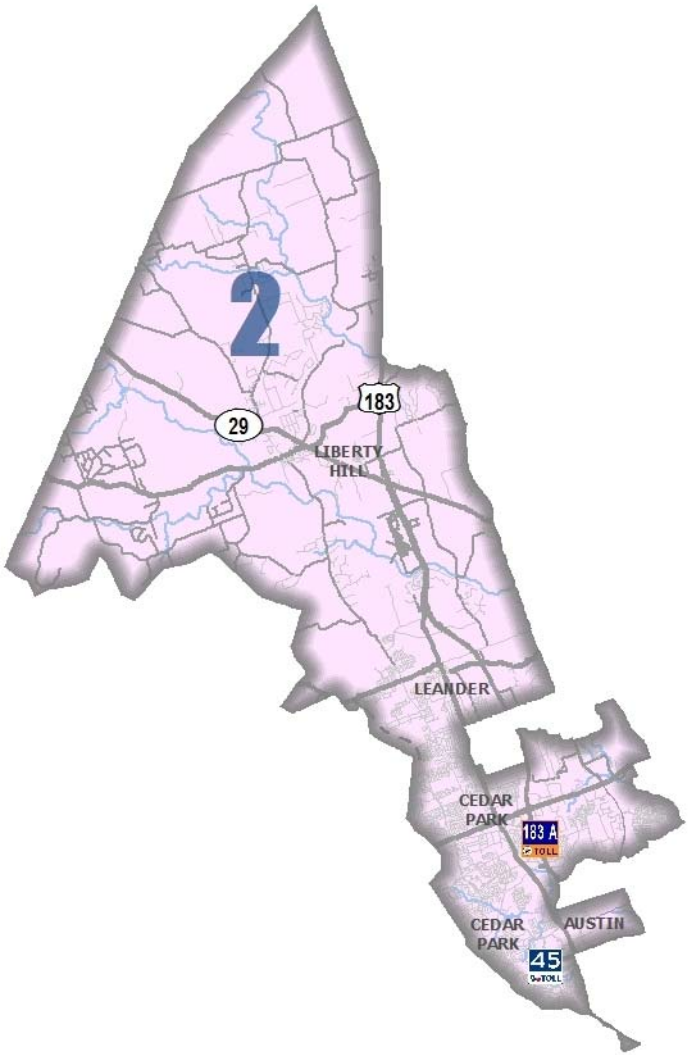
Expenditures to Date = $161,892.00 (55%)

# Forest North Drainage Improvements
# Anderson Mill

# Forest North Drainage Improvements
# Anderson Mill

# Forest North Drainage Improvements
# Anderson Mill

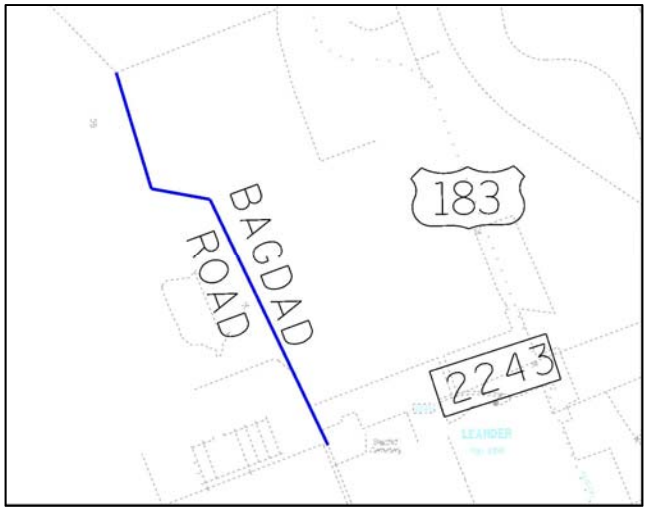
# Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

# Bagdad Road North
# (Collaborative Way to RM 2243)

Anticipated Completion

Summer 2019




Partnership with the City of Leander

Original Contract Amount = $8,091,140.30

WilCo Contribution = 50% of total project cost, not to exceed $4,903,000.00

Construction is managed by the City of Leander

# Bagdad Road North
# (Collaborative Way to RM 2243)

# Bagdad Road North
# (Collaborative Way to RM 2243)

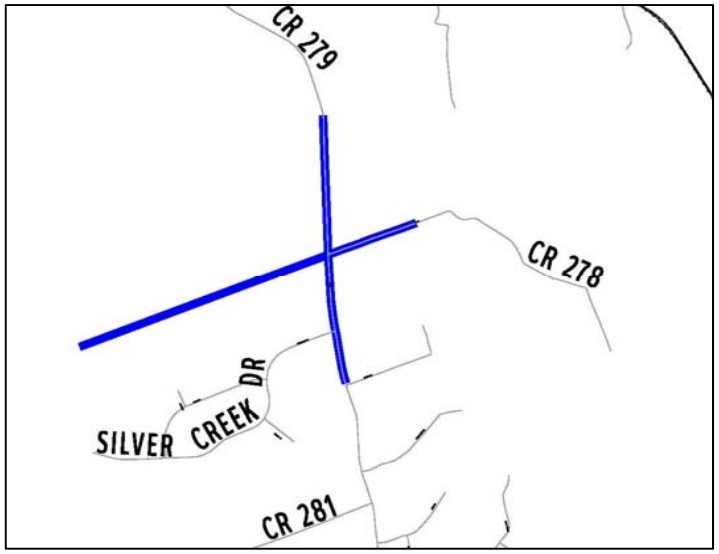
# Bagdad Road North (Collaborative Way to RM 2243)

# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)



Anticipated Completion

Early 2020




Original Contract Price = $2,959,000.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $2,959,000.00

Expenditures to Date = $936,827.26 (32%)

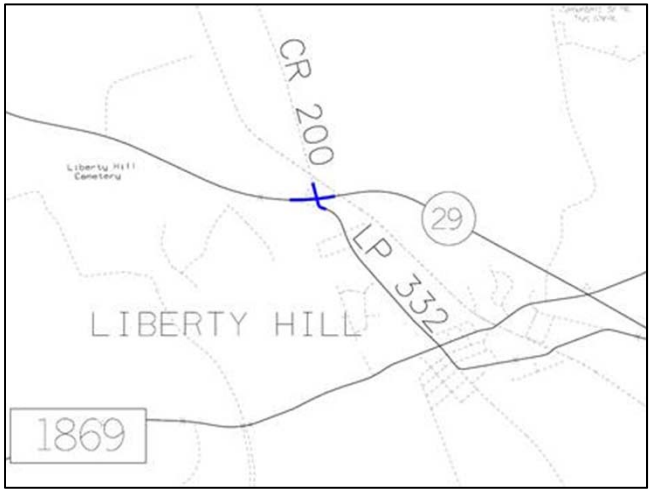
# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

# Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

# SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)

Anticipated Completion

Summer 2019




Partnership with TxDOT = $500,000.00

Original Contract Price = $1,705,061.70

Total Change Orders to Date = $32,028.08

Adjusted Contract Price = $1,737,089.78

Expenditures to Date = $1,509,267.64 (87%)

# SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)

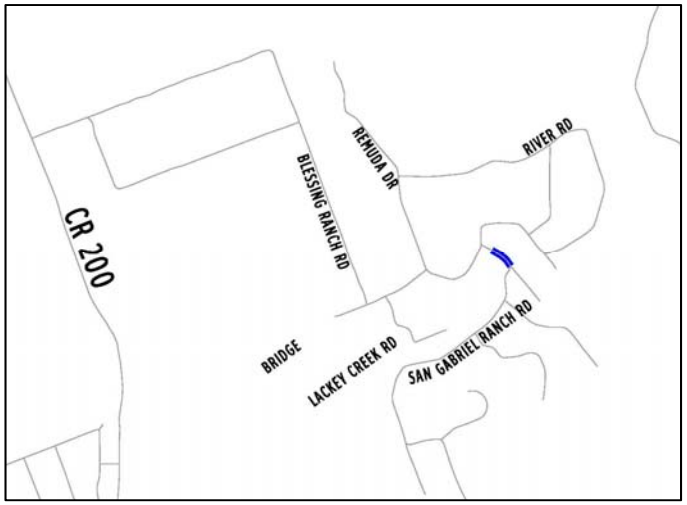
# SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)

# SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)

# San Gabriel Ranch Road Bridge at Lackey Creek

Anticipated Completion

Early 2020




Original Contract Price = $1,425,301.90

Total Change Orders to Date = $16,166.09

Adjusted Contract Price = $1,441,467.99

Expenditures to Date = $441,262.23 (31%)

# San Gabriel Ranch Road Bridge at Lackey Creek

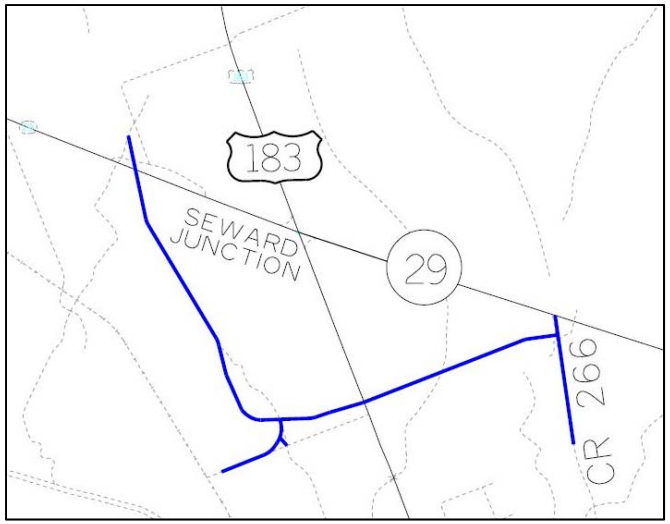
# San Gabriel Ranch Road Bridge at Lackey Creek

# San Gabriel Ranch Road Bridge at Lackey Creek

# Seward Junction Improvements

Anticipated Completion

Late 2020




Original Contract Price = $13,270,258.10

Total Change Orders to Date = $0.00

Adjusted Contract Price = $13,270,258.10

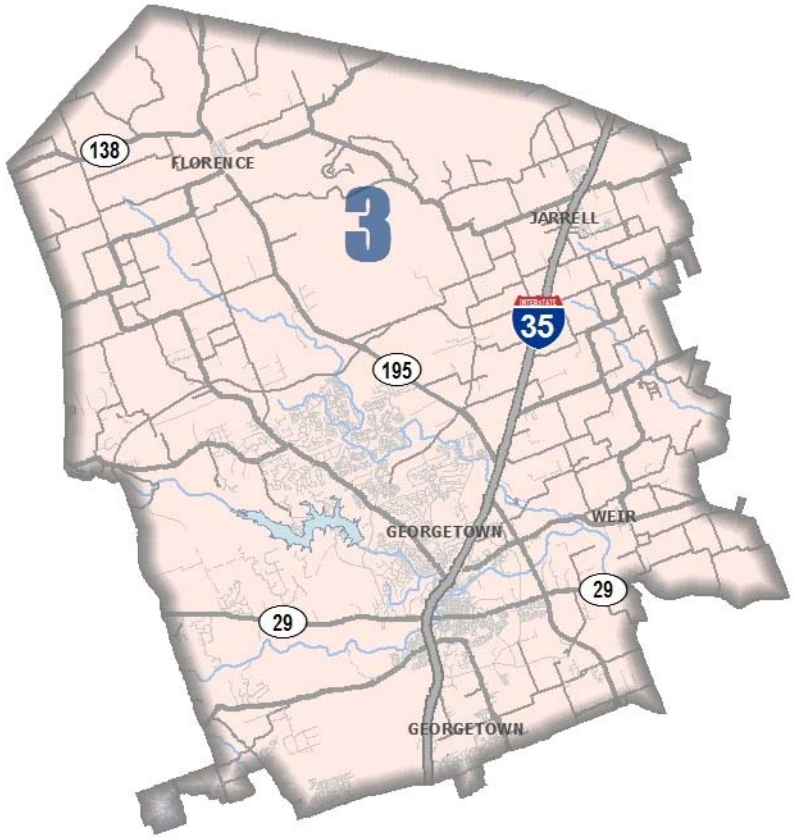
Expenditures to Date = $1,265,007.46 (10%)

# Seward Junction Improvements

# Seward Junction Improvements

# Seward Junction Improvements

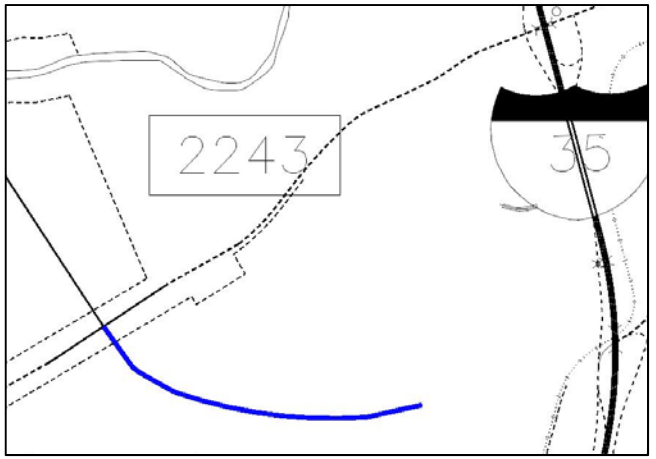
# Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

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

Anticipated Completion

Late 2019




Original Contract Amount = $8,087,943.77

Total Change Orders = $0.00

Adjusted Contract Price = $8,087,943.77

Expenditures to Date = $4,640,637.11 (57%)

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

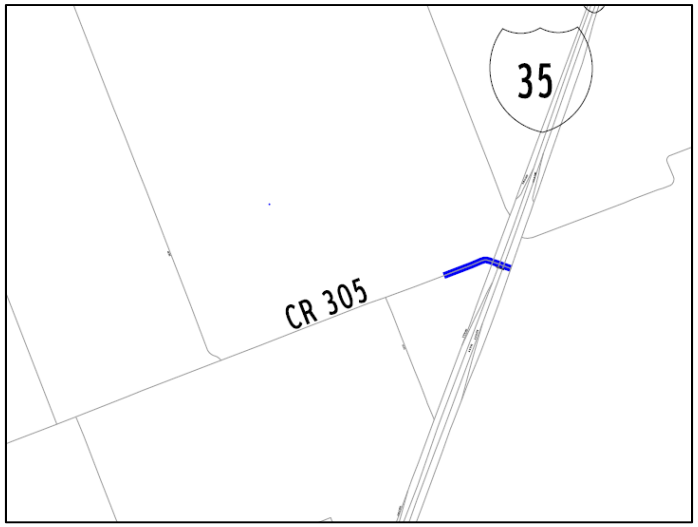
# Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

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

# CR 305 at IH 35
# (Bridge Replacement)

Anticipated Completion

Late 2019




Partnership with TxDOT

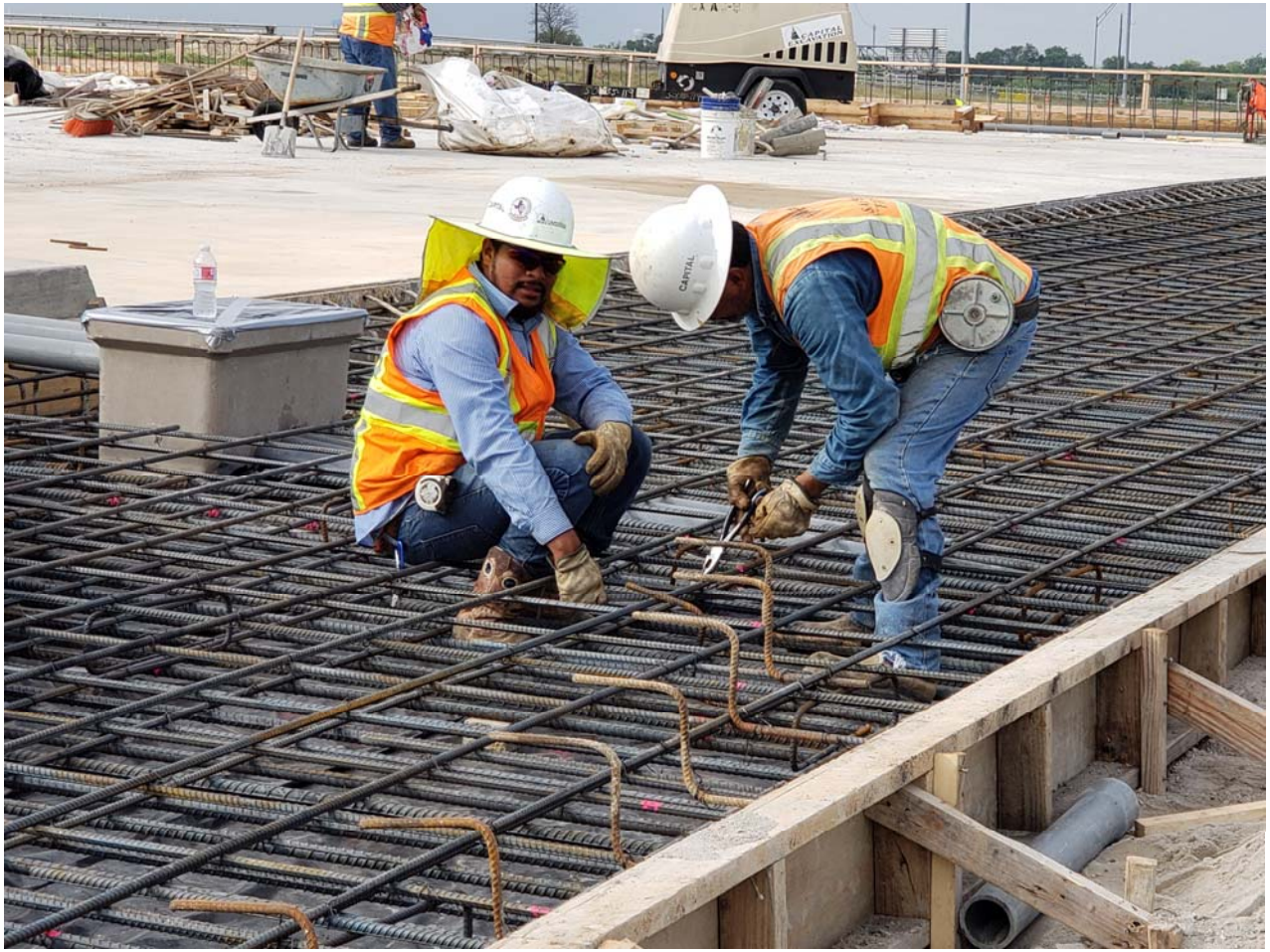
Original Contract Amount = $6,748,948.60

Construction is managed by TxDOT

# CR 305 at IH 35
# (Bridge Replacement)

# CR 305 at IH 35
# (Bridge Replacement)

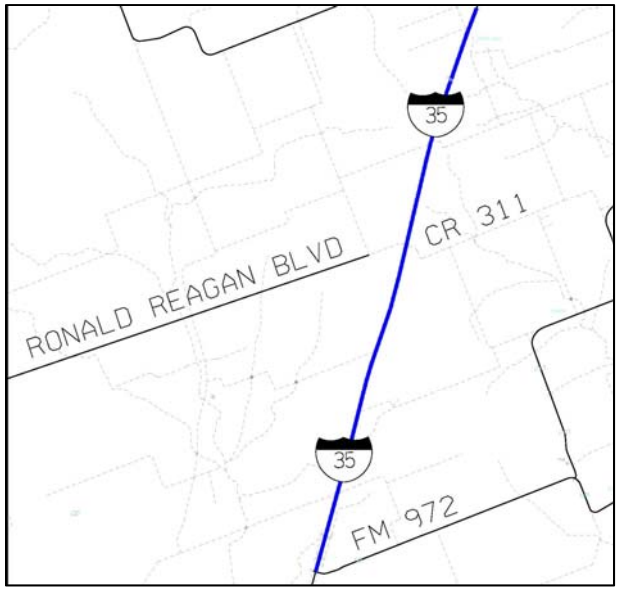
# CR 305 at IH 35
# (Bridge Replacement)



# IH 35 Ramp Reversals and Frontage Road Conversion

Anticipated Completion

Fall 2020




Partnership with TxDOT

Original Contract Amount = $13,145,762.51

Construction is managed by TxDOT

# IH 35 Ramp Reversals and Frontage Road Conversion

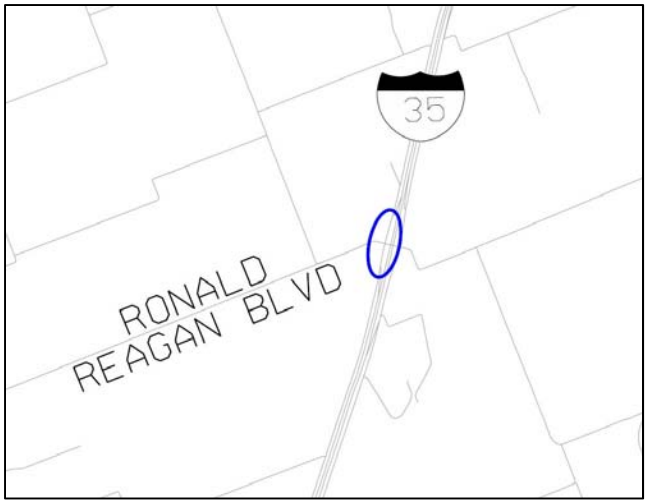
# IH 35 Ramp Reversals and Frontage Road Conversion

# IH 35 Ramp Reversals and Frontage Road Conversion

# Ronald Reagan at IH 35 (Bridge Replacement)

Anticipated Completion

Summer 2020




Partnership with TxDOT

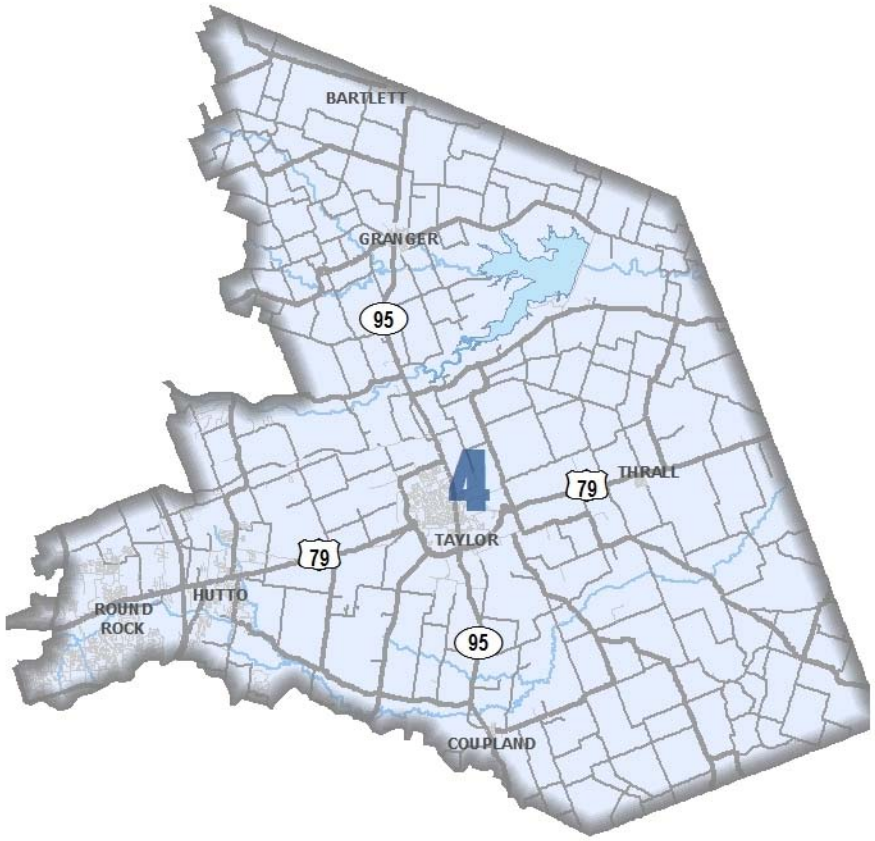
Original Contract Amount = $15,048,229.93

Construction is managed by TxDOT

# Ronald Reagan at IH 35 (Bridge Replacement)

# Ronald Reagan at IH 35 (Bridge Replacement)

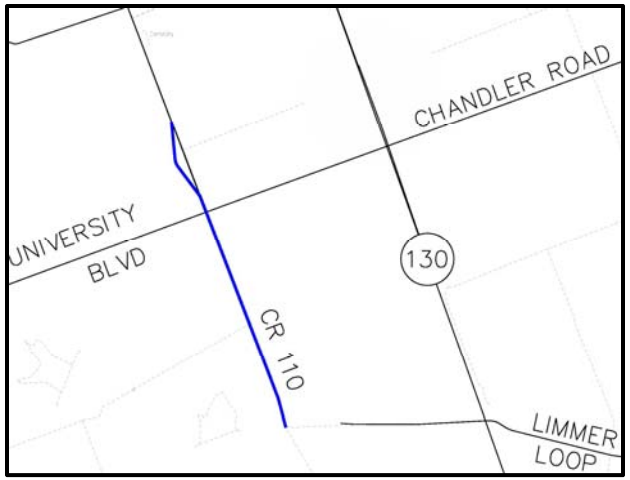
# Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

# CR 110 Middle
# (Limmer Loop to CR 107)

Anticipated Completion

Spring 2020




Original Contract Amount = $8,910,862.73

Total Change Orders = $0.00

Adjusted Contract Price = $8,910,862.73

Expenditures to Date = $1,163,187.94 (13%)

# CR 110 Middle
# (Limmer Loop to CR 107)

# CR 110 Middle
# (Limmer Loop to CR 107)

# CR 110 Middle
# (Limmer Loop to CR 107)

**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 07/16/2019

Budget Policy Succession Planning

**Submitted By:** Ashlie Koenig, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on adding language to the Budget Order to fund "Succession Planning".

**Background**

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**Fiscal Impact**

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

**Attachments**

Budget Policy Succession Planning

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 10:28 AM |
| Form Started By: Ashlie Koenig | | Started On: 07/11/2019 10:12 AM |
| Final Approval Date: 07/11/2019 | | |

**BUDGET POLICY DOCUMENT**
Section VI. Personnel Policies

#13 Funding may be requested via the budget process for known "Succession Planning". In the event an existing FTE submits a letter of intent to separate employment with Williamson County and funding is necessary to bring in a replacement prior to the departure of the existing FTE, funding may be available. Succession planning/funding applies as follows:

- Applies to any position directly supervised by an elected official, appointed official, senior director or the commissioners court
- Official letter of intent to depart/resign/retire must be received from above
- Maximum funding of 4 weeks (160 hours, five 8-hour days per week) for shadowing/training prior to current FTEs departure
- Maximum funding of 4 additional weeks (160 hours, five 8-hour days per week) to allow for accrual payouts (only if funding is not already available in the salary line due to attrition). Vacancy dollars will be applied first.
- Maximum funding of 8 weeks' pay (320 hours, five 8-hour days per week) in total for any one succession slot
- Funding will be based on the current rate of pay for the current FTE and will include fringe/benefits as applicable
- Once a new hire is in place, he/she will move into the existing FTE slot while the current FTE will move to the succession slot
- Succession funding/dollars may not be transferred for any other purpose
- Internal candidates/promotions are not eligible for succession planning funding

Should a departure announcement be made outside of the budget planning cycle, a request may be made via the agenda directly to the Commissioners Court. If approved, funding will be transferred to the department and a Succession Slot will be created in the requesting department, utilizing 409 Non-Departmental Funds specifically allocated for Succession Planning. Budget in Non Departmental will be based on 4 events per year and reviewed annually.

DRAFT

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 07/16/2019

Apple and Google Developer Agreements

**Submitted By:** Richard Semple, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider and take any necessary action to authorize and designate the IT Operations Director or Sr. Director of Technology Services to sign occasional Google and Apple license and related agreements pursuant to Tex. Loc. Gov't Code § 262.001(a)(3) for the express purpose of allowing the Williamson County Office of Emergency Management to have its phone app titled "WilCo Ready" available on these platforms and provide sufficient IT Department oversight for this project so long as: 1) there are no additional expenditures of funds beyond small initial license fee(s); and 2) the relevant license or terms of use are specifically related to this project.

### Background

This specific request is to allow the Technology Services department to enter into the developer agreements that both Apple and Google require to get an application ("app") published in their stores. These require online forms that are not signed documents in the traditional sense and are interactive forms. They are both one-time setup agreements for the County and will allow for future apps to be published as well. Apple charges $99 for this, and Google does not charge for developer accounts.

Apple's developer terms can be found at: https://developer.apple.com/terms/ Google's developer terms can be found at: https://play.google.com/about/developer-distribution-agreement.html Google also publishes related policies at: https://play.google.com/about/developer-content-policy/#!?modal_active=none

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/02/2019 09:38 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/02/2019 11:58 AM |
| Form Started By: Richard Semple | | Started On: 07/01/2019 04:38 PM |
| Final Approval Date: 07/02/2019 | | |

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 07/16/2019

Early Voting polling locations and schedule for the uniform election date of 11/5/2019

**Submitted For:** Chris Davis **Submitted By:** Kay Proud, Elections

**Department:** Elections

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding the approval of the early voting by personal appearance full time polling locations and voting hours for the General Election to be held November 5, 2019.

**Background**

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**Fiscal Impact**

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

**Attachments**

EV locations

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 11:39 AM |
| Form Started By: Kay Proud | | Started On: 07/11/2019 08:56 AM |
| Final Approval Date: 07/11/2019 | | |

**Williamson County Early Voting Schedule**

*Horario de la Votación Adelantada del Condado de Williamson*

**Joint General and Special Elections – November 5, 2019**

*Elecciones Generales y Especiales Conjuntas – 5 de noviembre del 2019*

**Dates and Times for Locations:**

| | |
|---|---|
| **Monday, October 21 through Wednesday, October 30** | *Del Lunes 21 de octubre al Miércoles 30 de octubre* |
| 8:00 am to 6:00 pm | *8:00 am – 6:00 pm* |
| No Sunday Voting | *Domingo NO habrá votación* |
| **Thursday, October 31 and Friday, November 1** | *Jueves 31 de octubre y Viernes 1 de noviembre* |
| 7:00 am to 7:00 pm | *7:00 am – 7:00 pm* |

Williamson County Inner Loop Annex, 301 SE Inner Loop, **Georgetown**
Anderson Mill Limited District, 11500 El Salido Parkway, **Austin**
Cedar Park Public Library, 550 Discovery Boulevard, **Cedar Park**
Cedar Park Randalls, 1400 Cypress Creek Road, **Cedar Park**
Cowan Creek Amenity Center, 1433 Cool Spring Way, **Georgetown**
Georgetown ISD Technology Building, 603 Lakeway Drive, **Georgetown**
Parks & Recreation Administration Building, 1101 North College Street, **Georgetown**
Hutto City Hall, 500 W Live Oak Street, **Hutto**
Pat Bryson Municipal Hall, 201 N Brushy Street, **Leander**
BACA Senior Center, 301 W Bagdad Street, Building 2, **Round Rock**
Round Rock Randalls, 2051 Gattis School Road, **Round Rock**
Brushy Creek Community Center, 16318 Great Oaks Drive, **Round Rock**
Williamson County Jester Annex, 1801 E Old Settlers Boulevard, **Round Rock**
Taylor City Hall, 400 Porter Street, **Taylor**

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 07/16/2019

Jail Budget Amendment 7-16-19

**Submitted By:** Pam Navarrette, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

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

**Background**

To recognize insurance proceeds and the associated expenditures related to vehicle repairs of a county vehicle.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0570.004541 | Vehicle Repairs & Maint | $9,782.01 |

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**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/10/2019 12:36 PM |
| Form Started By: Pam Navarrette | | Started On: 07/09/2019 03:46 PM |
| Final Approval Date: 07/10/2019 | | |

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 07/16/2019

Jail Budget Amendment 7-09-19

**Submitted By:** Pam Navarrette, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional revenues for the General Fund.

**Background**

To recognize insurance proceeds and the associated expenditures related to vehicle repairs of a county vehicle.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.364100 | Insurance Proceeds | $9,782.01 |

**Attachments**

*No file(s) attached.*

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/10/2019 12:37 PM |
| Form Started By: Pam Navarrette | | Started On: 07/09/2019 03:50 PM |
| Final Approval Date: 07/10/2019 | | |

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 07/16/2019

Receive updates on the Department of Infrastructure projects and issues

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

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 06/21/2019 04:29 PM |
| Form Started By: Vicky Edwards | | Started On: 06/21/2019 01:03 PM |
| Final Approval Date: 06/21/2019 | | |

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 07/16/2019

2013 Road Bond Transfer

**Submitted By:** Emmeline Hawkins, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $375,000 from 2013 Road Non-Departmental (P290) to CR 110 Middle Phase 2 (P261) of $125,000 and CR 176 at RM 2243 (P241) of $250,000.

**Background**

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**Fiscal Impact**

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

**Attachments**

2013 Road Bond

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/09/2019 08:41 AM |
| Form Started By: Emmeline Hawkins | | Started On: 07/09/2019 07:28 AM |
| Final Approval Date: 07/09/2019 | | |

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

Prime Strategies, Inc.

# Memo

To: Emmeline Hawkins, Williamson County Auditor's Office

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

From: Michael J. Weaver

Date: July 8, 2019

Re: 2013 Road Bond Budget Adjustments

---

Please make the following transfers to the 2013 Road Bond Program budgets:

- Move $125,000.00 from P-290 Unallocated to P-261 CR 110 Middle Phase 2;
- Move $250,000.00 from P-290 Unallocated to P-241 CR 176 at RM 2243.

If you have any questions, please let me know.

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

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 07/16/2019

Raba Kistner CA#1 - P324 North Campus Facilities

**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 # 1 under Williamson County Contract for Engineering Services between Raba Kistner, Inc and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

### Background

This Contract Amendment # 1 is to increase the compensation cap from $131,000.00 to $139,000.00.

## Fiscal Impact

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

## Attachments

Raba Kistner CA1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 10:08 AM |
| Form Started By: Gina Wrehsnig | | Started On: 07/11/2019 09:25 AM |
| Final Approval Date: 07/11/2019 | | |

# CONTRACT AMENDMENT NO. 1
# TO
# WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

**WILLIAMSON COUNTY PROJECT:**
Construction Material Testing and Inspection for Williamson County North Campus Facility
**("Project")**

THIS CONTRACT AMENDMENT NO. 1 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 **Raba Kistner, 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 **November 10, 2016** (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 "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **$131,000.00;** 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 $131,00.00 to $139,000.00.

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: Gabriel Orneles
Signature

Gabriel Orneles, Jr
Printed Name

Senior Vice President
Title

July 10th, 2019
Date

**COUNTY:**

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

_____
Date

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 07/16/2019

Raba Kistner WA#1 Sup#4 - P324 North Campus Facilities

**Submitted For:** Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

**Department:** Building Maintenance

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization #4 under Williamson County Contract between Raba Kistner, Inc. and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

### Background

This supplemental is to extend the expiration date to April 30, 2020 and increase the maximum amount payable to $139,000.00.

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## Fiscal Impact

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

## Attachments

Raba Kistner WA1.4

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 10:09 AM |
| Form Started By: Gina Wrehsnig | | Started On: 07/11/2019 09:32 AM |
| Final Approval Date: 07/11/2019 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. 4**
**TO**
**WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY PROJECT:**
Construction Material Testing and Inspection for Williamson County North Campus Facilities

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated November 10, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner, Inc. (the "Engineer").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective December 13, 2016 (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 April 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 $131,000.00 to $139,000.00. The Fee Schedule is attached hereto as Attachment "D" (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: Gabriel Ornelas<br>Signature | By: _____<br>Signature |
| Gabriel Ornelas, Jr.<br>Printed Name | Bill Gravel, Jr.<br>Printed Name |
| Senior Vice President<br>Title | County Judge<br>Title |
| July 10th, 2019<br>Date | _____<br>Date |

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment D - Fee Schedule

# Attachment C – Work Schedule

Work shall begin immediately upon receipt of agreement and authorization to proceed on assigned services.

# Attachment D - Fee Schedule

| COST ESTIMATE BREAKDOWN | | | Date: | October 17, 2016 |
|---|---|---|---|---|
| | | | Proposal Number: | PAD16-147-00 |
| Project Name: | North Campus Facilities - Williamson County | | | |
| Project Location: | 2910, 3151, & 3189 S.E. Inner Loop | | | |
| Contact Name: | Dwayne Gossett | | | |
| Client: | Williamson County | | | |
| Address: | 3101 SE Inner Loop | | | |
| City/State /Zip | Georgetown, Texas 78626 | | | |
| Phone Number:: | 512-943-1611 | | | |
| Fax Number: | 512-930-3313 | | | |
| E-Mail: | dgossett@wilco.org | | | |
| **TESTING/OBSERVATION ITEM** | **UNIT COST** | **UNIT** | **ESTIMATED QUANTITY** | **COST EXTENSION** |
| **SOILS** | | | | |
| **Laboratory Testing** | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 6 | $1,494.00 |
| Atterberg Limits | $83.00 | each | 6 | $498.00 |
| Sieve Analysis washed through No. 200 | $83.00 | each | 6 | $498.00 |
| Lime Series Curve | $435.00 | each | 2 | $870.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 12 | $756.00 |
| In-Place Nuclear Densities | $25.00 | each | 680 | $17,000.00 |
| Materials Technician | $50.00 | hour | 512 | $25,600.00 |
| Vehicle Travel Charge | $40.00 | trip | 98 | $3,920.00 |
| **Subtotal** | | | | **$50,636.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 128 | $6,400.00 |
| Vehicle Travel Charge | $40.00 | trip | 32 | $1,280.00 |
| **Subtotal** | | | | **$7,680.00** |
| | | | | |
| **CONCRETE SAMPLING AND TESTING** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 300 | $5,100.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 190 | $9,500.00 |
| Materials Technician (overtime) | $70.00 | hour | 30 | $2,100.00 |
| Vehicle Travel Charge | $40.00 | trip | 65 | $2,600.00 |
| Subtotal | | | | **$19,300.00** |
| | | | | |
| **DRILLED PIER OBSERVATIONS** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 95 | $1,615.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 128 | $6,400.00 |
| Materials Technician (overtime) | $70.00 | hour | 32 | $2,240.00 |
| Geotechnical Engineer | $135.00 | hour | 4 | $540.00 |
| Vehicle Travel Charge | $40.00 | trip | 17 | $680.00 |
| **Subtotal** | | | | **$11,475.00** |
| | | | | |
| **MASONRY OBSERVATION, SAMPLING AND TESTING** | | | | |
| **Laboratory Testing** | | | | |
| Mortar Cubes (Visual Observation by Proportions) | $24.00 | each | 0 | $0.00 |
| Compressive Strength Grout | $17.00 | each | 165 | $2,805.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 120 | $6,000.00 |
| Vehicle Travel Charge | $40.00 | trip | 32 | $1,280.00 |
| **Subtotal** | | | | **$10,085.00** |
| | | | | |

| COST ESTIMATE BREAKDOWN | | | Date: | October 17, 2016 |
|---|---|---|---|---|
| | | | Proposal Number: | PAD16-147-00 |
| Project Name: | North Campus Facilities - Williamson County | | | |
| | | | | |
| **THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS** | | | | |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 32 | $1,600.00 |
| Vehicle Travel Charge | $40.00 | trip | 8 | $320.00 |
| **Subtotal** | | | | **$1,920.00** |
| | | | | |
| **STRUCTURAL STEEL INSPECTION** | | | | |
| **Field Testing/Observation** | | | | |
| CWI Inspector | $95.00 | hour | 98 | $9,310.00 |
| Non Destructive Testing (Ultrasonic Testing) | $104.50 | hour | 8 | $836.00 |
| Vehicle Travel Charge | $40.00 | trip | 16 | $640.00 |
| **Subtotal** | | | | **$10,786.00** |
| | | | | |
| **ASPHALT OBSERVATION, SAMPLING AND TESTING** | | | | |
| **Laboratory Testing** | | | | |
| Bag Sample (Extraction, Gradation, A/C content, | $459.00 | each | 10 | $4,590.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Hveem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 20 | $1,020.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $60.00 | hour | 40 | $2,400.00 |
| Coring | $92.00 | hour | 10 | $920.00 |
| Vehicle Travel Charge | $40.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **FLOOR FLATNESS TESTING (If required - no requirements in Project Specifications)** | | | | |
| Floor Flatness Testing | $400.00 | each | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **PROJECT ADMINISTRATION** | | | | |
| **Project Manager** | $175.00 | hour | 8 | $1,400.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 30 | $4,050.00 |
| **Subtotal** | | | | **$9,300.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | **GRAND TOTAL** | | **$130,512.00** |

| Add-Alternate No. 1 | | | | |
|---|---|---|---|---|
| **SOILS** | | | | |
| **Laboratory Testing** | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 0 | $0.00 |
| Atterberg Limits | $83.00 | each | 0 | $0.00 |
| Sieve Analysis washed through No. 200 | $83.00 | each | 0 | $0.00 |
| Lime Series Curve | $435.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 4 | $252.00 |
| In-Place Nuclear Densities | $25.00 | each | 22 | $550.00 |
| Materials Technician | $50.00 | hour | 36 | $1,800.00 |
| Vehicle Travel Charge | $40.00 | trip | 9 | $360.00 |
| **Subtotal** | | | | **$2,962.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Vehicle Travel Charge | $40.00 | trip | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **CONCRETE** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 10 | $170.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 10 | $500.00 |
| Non-Destructive Testing (Ultrasonic Testing) | $85.00 | hour | | $0.00 |
| Vehicle Travel Charge | $50.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **ASPHALT** | | | | |
| **Laboratory Testing** | | | | |
| Bag Sample (Extraction, Gradation, A/C content, | $459.00 | each | 1 | $459.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Hveem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 2 | $102.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 4 | $200.00 |
| Vehicle Travel Charge | $40.00 | trip | 1 | $40.00 |
| **Subtotal** | | | | **$801.00** |
| | | | | |
| **PROJECT ADMINISTRATION** | | | | |
| **Project Manager** | $175.00 | hour | 0 | $0.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 1 | $135.00 |
| **Subtotal** | | | | **$300.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | **GRAND TOTAL** | | **$4,853.00** |

| Add-Alternate No. 2 | | | | |
|---|---|---|---|---|
| SOILS | | | | |
| **Laboratory Testing** | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 0 | $0.00 |
| Atterberg Limits | $83.00 | each | 0 | $0.00 |
| Sieve Analysis washed thuough No. 200 | $83.00 | each | 0 | $0.00 |
| Lime Series Curve | $435.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 4 | $252.00 |
| In-Place Nuclear Densities | $25.00 | each | 18 | $450.00 |
| Materials Technician | $50.00 | hour | 21 | $1,050.00 |
| Vehicle Travel Charge | $40.00 | trip | 7 | $280.00 |
| **Subtotal** | | | | **$2,032.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Vehicle Travel Charge | $40.00 | trip | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **CONCRETE** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 5 | $85.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 6 | $300.00 |
| Non Destructive Testing (Ultrasonic Testing) | $85.00 | hour | | $0.00 |
| Vehicle Travel Charge | $50.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **ASPHALT** | | | | |
| **Laboratory Testing** | | | | |
| Rice Sample (Extraction, Gradation, A/C content, | $459.00 | each | 1 | $459.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Hveem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 7 | $102.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 4 | $200.00 |
| Vehicle Travel Charge | $40.00 | trip | 1 | $40.00 |
| **Subtotal** | | | | **$801.00** |
| | | | | |
| PROJECT ADMINISTRATION | | | | |
| **Project Manager** | $175.00 | hour | 0 | $0.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 1 | $135.00 |
| **Subtotal** | | | | **$245.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | **GRAND TOTAL** | | **$3,543.00** |

| Add-Alternate No. 3 | | | | |
|---|---|---|---|---|
| **SOILS** | | | | |
| Laboratory Testing | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 0 | $0.00 |
| Atterberg Limits | $83.00 | each | 0 | $0.00 |
| Sieve Analysis washed through No. 200 | $83.00 | each | 0 | $0.00 |
| Lime Series Curve | $435.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 4 | $252.00 |
| In-Place Nuclear Densities | $25.00 | each | 28 | $700.00 |
| Materials Technician | $50.00 | hour | 32 | $1,600.00 |
| Vehicle Travel Charge | $40.00 | trip | 8 | $320.00 |
| **Subtotal** | | | | **$2,872.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Vehicle Travel Charge | $40.00 | trip | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **CONCRETE** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 5 | $85.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 8 | $400.00 |
| Non Destructive Testing (Ultrasonic Testing) | $85.00 | hour | | $0.00 |
| Vehicle Travel Charge | $50.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **ASPHALT** | | | | |
| **Laboratory Testing** | | | | |
| Bag Sample (Extraction, Gradation, A/C content, | $453.00 | each | 1 | $453.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Rucem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 2 | $102.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 4 | $200.00 |
| Vehicle Travel Charge | $40.00 | trip | 1 | $40.00 |
| **Subtotal** | | | | $795.00 |
| | | | | |
| **PROJECT ADMINISTRATION** | | | | |
| **Project Manager** | $175.00 | hour | 0 | $0.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 1 | $135.00 |
| **Subtotal** | | | | **$245.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | GRAND TOTAL | | $3,992.00 |

| Add-Alternate No. 4 | | | | |
|---|---|---|---|---|
| **SOILS** | | | | |
| **Laboratory Testing** | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 0 | $0.00 |
| Atterberg Limits | $83.00 | each | 0 | $0.00 |
| Sieve Analysis washed through No. 200 | $83.00 | each | 0 | $0.00 |
| Lime Series Curve | $435.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 2 | $126.00 |
| In-Place Nuclear Densities | $25.00 | each | 8 | $200.00 |
| Materials Technician | $50.00 | hour | 16 | $800.00 |
| Vehicle Travel Charge | $40.00 | trip | 4 | $160.00 |
| **Subtotal** | | | | **$1,286.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Vehicle Travel Charge | $40.00 | trip | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **CONCRETE** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Non Destructive Testing (Ultrasonic Testing) | $85.00 | hour | | $0.00 |
| Vehicle Travel Charge | $50.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **ASPHALT** | | | | |
| **Laboratory Testing** | | | | |
| Bag Sample (Extraction, Gradation, A/C content, | $453.00 | each | 1 | $453.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Hveem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 2 | $102.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 4 | $200.00 |
| Vehicle Travel Charge | $40.00 | trip | 1 | $40.00 |
| **Subtotal** | | | | **$795.00** |
| | | | | |
| **PROJECT ADMINISTRATION** | | | | |
| **Project Manager** | $175.00 | hour | 0 | $0.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 1 | $135.00 |
| **Subtotal** | | | | **$245.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | **GRAND TOTAL** | | **$2,326.00** |

**General:**

1. We understand that Williamson County will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3 hour minimum charge per each site visit. We request twenty-four (24) hour notification to properly schedule our work.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm. Overtime rates at 1.4 times the normal hourly rate will be assessed after eight (8) hours of continuous work per day.

**Commissioners Court - Regular Session** **56.**

**Meeting Date:** 07/16/2019

Johnson Control Fire Protection LP

**Submitted For:** Randy Barker **Submitted By:** Andrew Portillo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Johnson Control Fire Protection LP per the terms of Sourcewell Contract #031517 SGL to provide upgrade of the existing Simplex 4100U to a new 4100ES, in the amount of $204,600.00, and authorizing execution of the agreement.

### Background

This agreement is to allow Johnson Control Fire Protection LP to upgrade the existing units provided from Sourcewell Contract 031517 SGL. Department point of contact is Tom Stanfield. Funding Source 01.0100.01009.005300. Budgeted in FY19.

## Fiscal Impact

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

## Attachments

Quote

Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 07/11/2019 08:46 AM |
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:49 AM |
| Form Started By: Andrew Portillo | | Started On: 07/10/2019 09:54 AM |
| Final Approval Date: 07/11/2019 | | |

1608 Royston Ln
Bldg 1
ROUND ROCK, TX 78664-9508
(512) 634 1800
FAX: (512) 634 1819

# Johnson Controls Quotation

TO:
Williamson County
3101 SE Inner Loop
GEORGETOWN, TX 78626-0000

Project: FA - Notificaton Upgrade
Customer Reference:
Johnson Controls Reference: 494419669
Date: 05/29/2019


Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract **031517 SGL**

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

**Fire Alarm**

| QUANTITY | MODEL NUMBER | DESCRIPTION | EXTENDED PRICE |
|---|---|---|---|
| | | **FA - Notificaton Upgrade** | |
| | | FA - Notificaton Materials | |
| 1 | DPFA | DP FIRE ALARM WIRE | 1,810.10 |
| 3 | 4009-9201 | NAC EXTENDER 120VAC, IDNET | 1,548.63 |
| 83 | 4906-9153 | SPKR/STROBE MC WHITE | 4,886.21 |
| 8 | 4090-9001 | SUPERVISED IAM | 409.44 |
| 8 | 4081-9004 | EOL, 6.8K 1/2W | 11.68 |
| 8 | 4090-9810 | BRACKET, IAM | 95.68 |
| 8 | 4090-9807 | COVER-ADDRESS MODULE SURFACE | 95.68 |
| 30 | 4081-9008 | EOL, 10K 1/2W | 81.90 |
| 10 | 4099-9006 | STATION-LED, DA PUSH ADDR | 819.80 |
| 26 | 4098-9755 | DUCT SENSOR HOUSING | 5,172.44 |
| 26 | 4098-9856 | SAMPLING TUBE 49", PLASTIC | 251.16 |
| 1 | 4090-9002 | RELAY IAM | 106.75 |
| 1 | 4090-9802 | COVER-ADDRESS MODULE SURFACE | 13.27 |
| 129 | 4098-9714 | PHOTO SENSOR | 5,077.44 |
| 131 | 4098-9792 | SENSOR BASE | 6,695.41 |
| 24 | 4906-9253 | MC TRUEALERT S/V WALL MT WHITE | 1,468.56 |
| 25 | 4906-9104 | STROBE MC WHITE CEILING | 903.25 |
| 2 | 4098-9733 | HEAT SENSOR | 51.24 |
| 1 | ETHEDROP | ETHERNET-NETWORK COMPATIBLE | |
| 1 | 2975-9446 | 3 BAY BB/GDOOR/DRESS PNL PLAT | 679.97 |
| 1 | 2975-9452 | 3 BAY BOX& SOLID DOOR PLATINUM | 566.91 |
| 4 | 2081-9296 | BATTERY 50AH | 611.60 |
| 6 | 2081-9274 | BATTERY 10AH | 185.28 |
| 1 | VLC-600 | TRUE ALARM LASERCOMPACT | 1,602.13 |


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# Johnson Controls Quotation

| QUANTITY | MODEL NUMBER | DESCRIPTION | EXTENDED PRICE |
|---|---|---|---|
| 1 | DPIM | CEILING TBAR AND BOXES | 1,930.78 |
| | | FA - Initiating Labor Line | |
| 1 | DPIM | INSTALL MATERIAL | 4,223.58 |
| | TECH LAB | TECHNICAL LABOR | 12,671.40 |
| | INST LAB | INSTALLATION LABOR | 41,634.60 |
| | PM LAB | PROJECT/CONSTRUCTION MGMT | 9,171.20 |
| | CAD LAB | CAD LABOR | 7,386.00 |
| | DSGN LAB | DESIGN LABOR | 4,633.92 |
| | COMM LAB | COMMISSIONING LABOR | 5,068.56 |
| | DPSVC | DP SVCS (PERMITS/FEES/BONDS) | 2,413.47 |
| | | FA - Notification Labor Line | |
| 1 | DPIM | INSTALL MATERIAL | 12,065.93 |
| | TECH LAB | TECHNICAL LABOR | 3,620.40 |
| | INST LAB | INSTALLATION LABOR | 27,153.00 |
| | PM LAB | PROJECT/CONSTRUCTION MGMT | 5,502.72 |
| | CAD LAB | CAD LABOR | 2,954.40 |
| | DSGN LAB | DESIGN LABOR | 1,544.64 |
| | COMM LAB | COMMISSIONING LABOR | 3,620.40 |
| | | XPDR for Conv Notification Upgrade | |
| 1 | 4100-9601 | LOCAL MODE TRANSPONDER | 555.22 |
| 1 | 4100-0621 | ANALOG AUDIO RISER MODULE | 87.58 |
| 1 | 4100-0622 | DIGITAL AUDIO RISER MODULE | 182.75 |
| 1 | 4100-0634 | POWER DISTRIBUTION MODULE 120V | 113.08 |
| 2 | 4100-1315 | 100W AMP W/6 B NACS 120VAC 70V | 2,022.24 |
| 2 | 4100-2300 | EXPANSION BAY (PHASE 10 ONLY) | 180.88 |
| 1 | 4100-2320 | AUDIO EXPANSION BAY | 7.37 |
| 1 | 4100-3204 | 4 POINT 2 AMP AUX RELAY MODULE | 265.86 |
| 1 | 4100-5111 | X SPS PWR, IDNET, 3 NACS, 120V | 1,951.77 |
| 1 | 41002163 | INDICATOR ONLY 3 BAY SOLID | |
| 1 | 41007905 | FACTORY BUILT-MAIN CONFIGURED | |
| | | Vesda Material | |
| 1 | DPFA | DP FIRE ALARM | 3,014.59 |
| | | **FA - SUB LINES** | |
| | | FA - Sub Lines | |
| | DPSUB | SUBCONTRACTING LABOR | 13,733.60 |
| 1 | DPIM | REPLACEMENT CEILING TILES | 3,745.53 |

**Net selling price for Fire Alarm, $204,600.00**


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# Johnson Controls Quotation

| QUANTITY | MODEL NUMBER | DESCRIPTION | EXTENDED PRICE |
|---|---|---|---|

## Total net selling price, $204,600.00

## Pricing Schedule: Sourcewell

Comments

Johnson Controls Fire Protection will upgrade the existing Simplex 4100U to a new 4100ES. Two prices are provided below. Both prices include upgrading the existing IDC initiating circuits to IDNET addressable circuits. Smoke detectors have been add building wide so that the new fire alarm system is code compliant. Both pricings utilize existing IO or signal point for AHU, Damper and Elevator Controls. The difference in the pricing is in the notification upgrade. (Convectional notification vs. Self-Testing Addressable notification). Device quantities and locations are in accordance with a Johnson Controls design based on the documents listed above, as well as IFC 2016 and NFPA 72 2013. Design guidelines include:

- All fire addressable alarm initiating and notification devices will be extended from the upgraded Simplex 4100ES. Transponders and power supplies will be provided for added device to comply with NFPA 72.
- Manual pull stations will be provided at all exist of the building.
- Smoke sensors are provided at elevator lobbies, elevator machine rooms, at fire alarm control equipment and in all common areas. An aspirating smoke detector will be provided for the open area coverage in the attic due to the high ceilings. Complete area coverage will be provided to comply with NFPA 72.
- Duct smoke sensors are provided for air handers will be replaced one for one from zone type detector to addressable detectors. Existing IO's Relays will be reused at AHU's that are required to shut down by NFPA 72. All duct detectors will be remove from the return side of the unit and reinstalled on the supply side of the AHU.
- All existing tamper and waterflow switched will be monitored.
- Speaker/Strobes and speakers are provided in all common areas for complete building scopes. Full coverage notification will be provide where current coverage is lacking per NFPA 72.
- Elevator recall relays are provided for Elevator recall capture feature. All control feature will utilize existing IO controls for elevator capture.
- JCI will keep the exist fire alarm operational throughout the upgrade process. Fire watch will be provided in the renovated area if fire alarm system is out of service for more than 4 hours.


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## Johnson Controls Quotation

Comments (continued)

The quoted Fire Alarm price includes:

- Fire alarm equipment.
- Wire and labor to pull wire and terminate devices.
- Shop drawings and equipment submittals.
- System programming.
- System testing.
- Provide partial beneficial system use or completing the project in phases.
- Project close-out documentation.
- One-year equipment warranty.
- On site Owner Training
-
- Raceway, including conduit where required and standard device back boxes.
- Provision & installation of fire wrap or any other fire resistive materials required for installation of Fire alarm conduit, or penetration related to FA work, and/or SG provided FA panel back boxes.
- 120VAC work
- Decorative surface mounted plates will be used to cover all wall mounted demolished notification devices. These plates painted by the owner to match the existing wall surface.

Please note the following exclusions:

.

- Cutting, patching, painting or re-surfacing of walls or ceilings.
- Elevator contractor labor or service costs.
- BIM Modeling or other 3-D rendering.
- No Smoke Control or Smoke Removal scope.
- All added scope by the owner or the AHJ is not captured.

# IDNET and Conventional Notification Upgrade: $204,600.00


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## TERMS AND CONDITIONS (Rev. 4/18)

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy**. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails


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to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at


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Customer's premises or unavailability of parts.

**26. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**27. Exclusions**. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**29. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**30. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**31. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.jci.com or contact your local Johnson Controls office.

***IMPORTANT NOTICE TO CUSTOMER***

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

| | |
|---|---|
| Offered By:<br>Johnson Controls Fire Protection LP<br>License#:<br>1608 Royston Ln<br>Bldg 1<br>ROUND ROCK, TX 78664-9508<br>Telephone: (512) 634 1800 Fax: cell 512-845-8737<br>Representative: Erik Alvarado<br>Email: erik.alvarado@jci.com | Accepted By: (Customer)<br>Company: _____<br>Address: _____<br>Signature: _____<br>Title: _____<br>P.O.#: _____ Date: _____ |


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THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

# SERVICES CONTRACT
# FOR FIRE ALARM UPGRADES
# (JOHNSON CONTROLS FIRE PROTECTION LP)

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Johnson Controls Fire Protection LP, (hereinafter "Service Provider")**, with a local address at 1608 Royston Lane, Bldg. 1, Round Rock, TX 78664 (ph. 512-634-1800). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Johnson Controls Quotation, dated May 29, 2019, and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in attached exhibit(s), such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be

obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

**II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

**III.**

**Consideration and Compensation:** Service Provider will be compensated based as set forth in exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. The not-to-exceed amount for this contract is **$204,600.00**.

**Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

**IV.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

| **Type of Coverage** | **Limits of Liability** |
|---|---|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability | |
| Bodily Injury by Accident | $500,000 Ea. Accident |

| | |
|---|---|
| Bodily Injury by Disease | $500,000 Ea. Employee |
| Bodily Injury by Disease | $500,000 Policy Limit |

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

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $ 500,000 | $ 500,000 |
| Aggregate policy limits: | | $1,000,000 |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

**V.**

**Entire Contract & Incorporated Documents**: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

**A. As described in the attached Johnson Controls Quotation, dated May 29, 2019, and incorporated herein as if copied in full; and**

**B. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

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

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

## IX.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

## XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XII.

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

## XIII.

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

**XIV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XV.**

**Good Faith:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVIII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

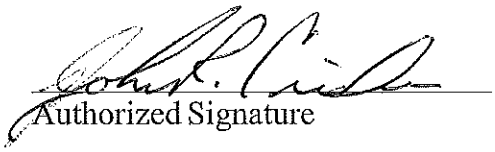
**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2019

**SERVICE PROVIDER:**


Authorized Signature

JOHN R. CRIDER
Printed Name MRKT. DIR.

Date: 6/20/19 ___, 2019

**Exhibit(s)**
**Johnson Controls Quotation, dated May 29, 2019, and incorporated herein as if copied in full**

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 07/16/2019

San Gabriel Parkway Reimbursement

**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 Reimbursement Agreement between Tax Reinvestment Zone Number One (TIRZ#1), the City of Leander, Texas (City) and Williamson County (County) to reimburse the County for construction of a portion of San Gabriel Parkway from US Hwy 183 to the western boundary of TIRZ#1.

### Background

The concept and agreement to participate in the Leander Tax Reinvestment Zone Number One (TIRZ #1) took place prior to Commissioner Long being sworn into her seat on the Commissioners Court. The details of participation in the TIRZ were negotiated and the finalized TIRZ agreement was approved by the Commissioners Court on August 19, 2008. This Reimbursement Agreement allows the County to receive Annual County Reimbursement payments for the construction of San Gabriel Parkway from US Hwy 183 to the western boundary of TIRZ #1. The County is eligible to receive up to $4.7M for the construction of the roadway. The County's Annual Reimbursement amount will be calculated annually, after Priority Projects #'s 1 - 7 (Exhibit A) have been made. Charlie Crossfield worked with the City of Leander attorney to draft the agreement. The City of Leander City Council approved the agreement on Tuesday, July 9th. A signed copy is attached and three originals will be submitted to the County Judge's Office.

## Fiscal Impact

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

## Attachments

COL Signed Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 11:09 AM |
| Form Started By: Kathy Pierce | | Started On: 07/11/2019 09:53 AM |
| Final Approval Date: 07/11/2019 | | |

**WILLIAMSON COUNTY REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF A PORTION OF SAN GABRIEL PARKWAY**

This Reimbursement Agreement for the County's construction of a portion of the San Gabriel Parkway ("**Agreement**") is made, entered into and effective as of _____, 20___, (the "**Effective Date**") by and between Reinvestment Zone Number One, City of Leander, Texas, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* ("**TIRZ #1**"), the City of Leander, Texas (the "**City**), and Williamson County, Texas ("**County**"). TIRZ#1, the City, and the County are sometimes referred to herein as the "**Parties**."

**RECITALS**

**WHEREAS**, the TIRZ #1 developed a capital improvements plan and budget for streets, roads, water and wastewater facilities, and other capital improvements necessary and useful for the economic development of TIRZ#1 (the "**Financing Plan**");

**WHEREAS**, the City and County each allocated fifty percent (50%) of their ad valorem taxes received on the tax increments within TIRZ #1 to be deposited with the TIRZ #1 into the Tax Increment Fund, to enable the TIRZ to fund and obtain the construction and development of various Project provided for in the Financing Plan; and

**WHEREAS**, portions of San Gabriel Parkway (the "**Project**") within the TIRZ were constructed by the County as described in Section 1.01. The County now requests the costs for the Project be reimbursed by TIRZ #1 with the ad valorem taxes collected on the tax increment (the "**Tax Increment Payments**");

**NOW, THEREFORE**, for and in consideration of the above stated premises and the terms, conditions and covenants set forth herein, the Parties hereby contract, covenant and agree as follows:

**ARTICLE 1.**
**PURPOSES, TERM AND CONSIDERATION**

**1.01. Project Defined.** The Project consisted of the construction by the County of San Gabriel Parkway from US Hwy 183 to its intersection with the western boundary of TIRZ #1, located within the TIRZ #1. The total cost of construction for the Project was over $4,700,000.00. All invoices paid by the County are available upon request.

**1.02. Compliance With Regulations.** The Project was designed and constructed in compliance with the applicable County and City roadway construction standards.

**1.03. Benefits.** TIRZ #1, the City and the County have benefited from the enhancement of land values in properties within TIRZ #1 resulting from the construction of the Project. This has resulted in increased tax revenues to the City, the TIRZ #1 and the County as well as new opportunities for economic development of the area.

**1.04. Reimbursement and Withholding.** The County is entitled to a reimbursement of $4,700,000 (the "**Reimbursable Amount**") for costs incurred by the County for the construction of the Project. Beginning in 2019 and continuing each year thereafter, until the earlier to occur of (a) the termination of the TIRZ #1 or (b) until such time as the Reimbursable Amount is paid in full to the County, on or before April 30th each year, the TIRZ #1 will pay the County sixty-five percent (65%) of the balance remaining in the Tax Increment Fund that year after the deduction of payment of the Priority TIRZ Reimbursements (defined in Section 2.02 below) owing for that year are paid (the "**Annual County Reimbursement**"); provided that for 2019, the Annual County Reimbursement shall be paid within forty-five days of the Effective Date of this Agreement. The Annual County Reimbursement will be accompanied by documentation supporting the calculation of the said reimbursement. The application and payment of funds to pay the Reimbursable Amount shall, however, be subject to the limitations set forth in Section 2.02, below. The Parties contemplate the sequence of events to be as follows: a) the City and County will pay their respective Tax Increment Payments for the year into the Tax Increment Fund; b) the Priority TIRZ Reimbursements will be paid; and c) the Annual County Reimbursement will be calculated and paid by April 30.

**1.05. Consideration.** The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

**1.06. Term.** The term of this Agreement shall be for the life of TIRZ #1 unless terminated sooner upon the County's receipt of all the Reimbursable Amount due hereunder.

## ARTICLE 2.
## SUBJECT TO WITHHOLDING AND REIMBURSEMENT

**2.01 Eligible Withholding and Reimbursable Amount.** The only costs, amounts, or expenses of any kind eligible for reimbursement under this Agreement (unless and until amended) are those costs that constitute the Reimbursable Amount.

**2.02 Priority TIRZ Reimbursements.** The obligations of TIRZ #1 to pay the annual reimbursements provided in Section 1.04, shall be limited each year to the Tax Increment Receipts and other TIRZ #1 revenues remaining available to TIRZ #1 after

payment of the TIRZ reimbursements owed to the entities identified as Priority Project #'s 1-7 on **Exhibit A**, attached hereto and incorporated herein for all purposes (the "Priority TIRZ Reimbursements"), and deduction of any remaining Zone Administrative Expenses (which are the administrative expenses approved in the TIRZ budget) budgeted for that year.

2.03 **Assignment of Priority TIRZ Reimbursements.** The Priority TIRZ Reimbursements may be assigned but not otherwise increased in any manner without the consent of the Williamson County Commissioners Court.

## ARTICLE 3.
## DEFAULT

**3.01. Default Cure.** Notwithstanding anything herein to the contrary, no party (which, for purposes of this Article 5, is the Parties, the City, and the Board) shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party ("**Cure Period**"). Upon the passage of the Cure Period without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the party receiving the notice of default may during such Cure Period give the other party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the Parties due to the defaulting party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting party gives written notice that it is commencing cure, then the non-defaulting party may pursue the remedies set forth in this Agreement.

**3.02. Remedies Cumulative.** The remedies described in this Section are in addition to and not in replacement of any other remedies at law or in equity that a party may have as a result of any breach.

## ARTICLE 4.
### FORCE MAJEURE

**4.01. Force Majeure.** The term "**force majeure**" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, including, but not limited to, the State of Texas, Williamson County or the City of Leander, or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to pipelines; or other causes not reasonably within the control of the Party claiming such inability. The term "force majeure" will specifically include an attack by terrorists within the United States that results in a disruption of the financial markets for a period of more than one (1) week.

**4.02. Notice of Force Majeure.** If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within thirty (30) days after the occurrence thereof.

**4.03 Suspension.** The obligations of the Party giving such notice, to the extent affected by the force majeure, shall be suspended during the continuance of the inability claimed, except as herein provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**4.04. Settlement of Strikes.** It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

## ARTICLE 5.
### MISCELLANEOUS

**5.01. Written Notice.** Any notice to be given hereunder by any Party to another Party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal

Service with sufficient postage affixed.

*Any notice mailed to the Authority, the Board, or the City shall be addressed:*

City of Leander
Attn: City Manager
P. O. Box 319
105 N. Brushy Street
Leander, Texas 78646-0319
Facsimile (512) 690-2193

*Any notice mailed to TIRZ #1 shall be addressed:*

Reinvestment Zone Number One, City of Leander, Texas
Attn: City Secretary
P. O. Box 319
105 N. Brushy Street
Leander, Texas 78646-0319
Facsimile (512) 690-2193

*Any notice to the County shall be addressed:*

Williamson County Judge
710 Main St., Suite 101
Georgetown, Texas 78626

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**5.02. Entire Agreement**. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties, and may not be amended except by a writing that is signed by the Parties, dated subsequent to the date hereof, and approved by the City Council, the Board of the TIRZ #1, and the County.

**5.03. Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

**5.04. Time of the Essence**. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**5.05. Waiver and Release**. The Parties acknowledge above that the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge that all the Parties voluntarily elected the benefits and obligations of this Agreement.

**5.06. Successors and Assigns.** This Agreement shall be binding upon the Parties, their successors and assigns.

## ARTICLE 6.
## GOVERNMENTAL POWERS AND IMMUNITY

**6.01. No Waiver of Powers or Immunity.** By its execution of this Agreement, the County, the Authority, TIRZ #1 and the City do not waive or surrender any of their respective governmental powers, immunities, or rights. Nothing in this section shall waive any claims, defenses or immunities that the County, the City, TIRZ #1 or the Authority may have with respect to suits filed by persons or entities other than a Party to this Agreement.

EXECUTED in multiple originals and effective as of the Effective Date set forth above.

Attest:

Dara Crabtree

City Secretary

**City of Leander**

By: _____

Name: Troy Hill

Title: Mayor

Attest:

Dara Crabtree

City Secretary

**Reinvestment Zone Number One, City of Leander, Texas**

By: _____

Name: Troy Hill

Title: President

**Williamson County**

By: _____

Name: _____

Title: _____

Attest:

_____

Nancy Rister, County Clerk

**EXHIBIT A**

# PRIORITY TIRZ REIMBURSEMENTS - EXHIBIT A

| Priority | APPROVAL DATE | DEVELOPER/ | DESCRIPTION | PROPERTY | PROJECT | FY18 | PAYMENTS | BALANCE | Amended Budget | Agreed 65/35% |
|---|---|---|---|---|---|---|---|---|---|---|
| Project # | PRIORITY PROJECTS | PARTNERSHIP | | | AMOUNT | PAYMENTS | TO DATE | | Amount FY19 | BUDGET FY19 |
| 1 | 10/6/2011; 3/15/2012; 1/23/2014 | RB270 PARTNERSHIP (partial assignment to AREA 1 Leander) | RB270 HERO WAY ENG. & DESIGN & R.O.W.; LEANDER T (MEL MATHIS) | 128.322 ac. T.Chambers Survey No. AW0125 | 569,912 (Reflects 2 amendments approved) | 14,705 | 49,563 | 520,349 | 30,000 | 30,000 |
| 2 | 10/6/2011; 3/15/2012; 1/23/2014; 5/5/2016 | TRANSIT VILLAGE INVESTORS | TVI HERO WAY ENG. & DESIGN & R.O.W.; LEANDER T (MEL MATHIS); VILLAGE AT LEANDER STATION APTS. | 144.7 ac. NE intersection of US183 & RR2243 | 619,330 + 200,000 + 377,722 + 372,131 = 1,569,183 | 98,521 | 168,211 | 1,400,972 | 120,000 | 120,000 |
| 3 | 2/7/2013 | CITY OF LEANDER | HERO WAY WATERLINE | | 882,000 | 59,200 | 586,000 | 296,000 | 59,200 | 59,200 |
| 4 | 12/19/2013 | CRESCENT LEANDER, LLC | BRYSON DEVELOPMENT AGREEMENT | APPROX 491 ACRES BTW 183A AND CR 270 | 13,468,245 | Reimbursement Formula/less other income ($4,421,874) | 482,487 | 8,563,884 | 0 | 0 |
| 4 | 12/1/2018 | JOHNSON ASSIGNMENT | Assignment/Crescent | | | 0 | 0 | | 175,430 | 175,430 |
| 4 | 12/1/2018 | JOHNSON WASTEWATER ASSIGNMENT | Assignment/Crescent Wastewater | | | 0 | 0 | | 96,900 | 96,900 |
| 5 | 10/16/2014; 10/20/2017 | OAK CREEK PID | OAK CREEK DEV. AGR. | APPROX 125.575 ACRES WEST OF US 183 | 3,894,115 + 295,000 = $4,189,115 | 110,617 | 174,312 | 4,014,803 | 255,080 | 255,080 |
| 6 | 12/1/2016 (AMENDED 5/24/18) | GALEN HEALTHCARE | ST DAVIDS MEDICAL COMPLEX | | *1,918,375* | *0* | *0* | *1,918,375* | 15,605 | 15,605 |
| 7 | 8/10/2018 | BRUCE NAKFOOR | TRIANGLE DEVELOPMENT | | *524,225* | *0* | *0* | *524,225* | 0 | 0 |
| 8 | 8/10/2018 | Williamson Co. | San Gabriel Parkway | HW 183 to CR 270 | 4,700,000 | 0 | 0 | 4,700,000 | 291,315 | 189,355 |
| 9 | 8/10/2018 | CITY OF LEANDER/NORTHLINE/ STORMWATER | Debt Service; 2018A CTR CO's thru 9/30/2031; ACC ILA | | 13,929,175 | 0 | 0 | 13,929,175 | 0 | 101,960 |
| 10 | 8/10/2018 | NORTHLINE | Phase I ($8,357,000) & Optional Phase I ($4,152,000) | | 12,509,000 | 0 | 0 | 12,509,000 | 0 | 0 |
| | **TOTALS** | | | | | | **1,460,573** | **48,376,783** | **1,043,530** | **1,043,530** |

**Commissioners Court - Regular Session** **58.**

**Meeting Date:** 07/16/2019

Williamson County Emergency Operations Plan

**Submitted For:** Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

**Department:** Emergency Management

**Agenda Category:** Executive Session

## Information

### Agenda Item

Discuss the Williamson County Emergency Operations Plan (EXECUTIVE SESSION as per Gov't Code Sec. 551.076).

### Background

The Emergency Operations Plan must be completely updated or re-written every 5 years and meet state planning standards.

## 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 | 07/10/2019 04:40 PM |
| Form Started By: Jarred Thomas | | Started On: 07/10/2019 04:30 PM |
| Final Approval Date: 07/10/2019 | | |

**Commissioners Court - Regular Session** **59.**

**Meeting Date:** 07/16/2019

Executive Session

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**Information**

**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for 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**

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## 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 | 07/11/2019 08:42 AM |
| Form Started By: Charlie Crossfield | | Started On: 07/11/2019 08:14 AM |
| Final Approval Date: 07/11/2019 | | |

**Commissioners Court - Regular Session** **60.**

**Meeting Date:** 07/16/2019

Economic Development

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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
h) Project Arcus
i) Project Advantage

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/11/2019 08:43 AM |
| Form Started By: Charlie Crossfield | | Started On: 07/11/2019 08:14 AM |
| Final Approval Date: 07/11/2019 | | |

**Commissioners Court - Regular Session** **63.**

**Meeting Date:** 07/16/2019

Resolution for Emergency Operations Plan

**Submitted For:** Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

**Department:** Emergency Management

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving a resolution adopting the new Williamson County Emergency Operations Plan.

### Background

The Emergency Operations Plan must be revised or rewritten every 5 years and adopted by the County Judge and Commissioners Court.

## Fiscal Impact

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

## Attachments

EOP Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Andrea Schiele | 07/10/2019 04:47 PM |
| Form Started By: Jarred Thomas | | Started On: 07/10/2019 04:38 PM |
| Final Approval Date: 07/10/2019 | | |

*State of Texas*

*County of Williamson*

*Know all men by these presents:*

**THAT ON THIS**, the 16th day of July 2019, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

**RESOLUTION**

**Whereas**, Williamson County has a long history emergencies and disaster and remains at risk for future occurrences; and

**Whereas**, Williamson County understands the need for a comprehensive emergency management program to prepare for, respond to, recovery from, and mitigate against the risks and hazards to its residents; and

**Whereas**, Williamson County Office of Emergency Management has completed a planning process that engaged internal and external stakeholders, assessed the risk and vulnerability to the impacts of all-hazards, developed a new emergency operations plan consistent with the state and federal planning standards;

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court:

1) Adopts in its entirety, the Williamson County Emergency Operations Plan (the "EOP") and resolves to execute the actions identified in the EOP that pertain to this jurisdiction.
2) Will use the adopted and approved portions of the EOP to guide all segments of emergency operations.
3) Will coordinate the strategies identified in the EOP with other planning programs and mechanisms under its jurisdictional authority.
4) Will continue its support of the comprehensive planning process as described within the EOP.
5) Will help to promote and support the successes of all participants in this EOP.
6) Will incorporate emergency planning as an integral component of government and partner operations.

**RESOLVED THIS 16th DAY OF July 2019.**

**Attest**: _____ _____

**Nancy E. Rister**
Williamson County Clerk

**Bill Gravell**
Williamson County Judge