NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
September 10, 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. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 – 61)

4. Discuss, consider and take appropriate action on line item transfers for Animal Services (Williamson County Regional Animal Shelter).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004510	Facility Maint.	3500.00
To	0545.0545.004975	Animal Medical Care	3500.00
From	0545.0545.003006	Office Equipment	326.89
From	0545.0545.003010	Computer Equip	187.67
From	0545.0545.004211	Telephone Service	1000.00
From	0545.0545.004350	Printed Materials	262.64
From	0545.0545.004414	Vehicle Ins	117.79
From	0545.0545.004541	Vehicle Repairs	750.00
From	0545.0545.004999	Miscellaneous	171.69
To	0545.0545.003200	Medical Supplies	2816.68

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-005300	Improvements > $5,000	$8,460.00
To	0100-0510-005003	Equipment > $5,000	$8,460.00

6. Discuss, consider and take appropriate action on a line item transfer for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.003005	Office Furniture < $5,000	$2,500.00
From	0100.0510.004311	Advertising - General	$2,500.00
To	0100.0510.003301	Gasoline	$5,000.00

7. Discuss, consider and take appropriate action on a line item transfer for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004542	Grounds Maintenance	$3,535.00
To	0100.0510.003001	Small Equipment & Tools	$3,535.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004990	Solid Waste Mgmt/Recycling	$1,500.00
To	0100.0509.004512	Kitchen Maint & Repair	$1,500.00

9. 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	$16,061.76
To	0200-0210-001110	Overtime	$13,200.00
To	0200-0210-002020	Retirement	$1,851.96
To	0200-0210-002010	Fica	$1,009.80

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$7,000.00

To	0200-0210-003005	Office Furniture < $5,000	$7,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005008	LE Equipment > $5,000	$3,750.00
To	0100.0560.004212	Postage	$3,750.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003102	Safety Supplies	$925
To	0100-0554-003002	Vehicle Equipment < $5000	$925
From	0100-0554-003003	Radio Equipment < $5000	$2825
From	0100-0554-004548	Radio Repairs & Maint.	$500
From	0100-0554-003120	Printer Supplies	$2500
To	0100-0554-003008	Law Enforcement Equip < $5000	$5825

13. Discuss, consider and take appropriate action on a line item transfer for the Debt Service Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	$24,996,653.46
To	0600.0600.004098	Pymt to Refunding Escrow Agent	$5,450,147.46
To	0600.0600.004099	Bond Issuance Costs	$16,506.00
To	0600.0600.006238	Series 14 Ltd Tax Park Bonds	$19,530,000.00

14. Discuss, consider and take appropriate action on a line item transfer for General Fund Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004606	Pymt to Econ Dev Agreements	$45,716.29
To	0100.0409.004604	Pymts to TIF/TIRZ	$45,716.29

15. Discuss, consider and take appropriate action on a line item transfer for workers comp in various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.002050	Workers Comp	$8,794.35

From	0100.0570.002050	Workers Comp	$4,162.99
From	0100.0509.002050	Workers Comp	$5.073.23
From	0340.0540.004908	Outreach Flex Funding	$493.09
To	0340.0540.002050	Workers Comp	$493.09
To	0100.0542.002050	Workers Comp	$396.90
To	0100.0541.002050	Workers Comp	$31.74
To	0100.0540.002050	Workers Comp	$9,049.91
To	0100.0476.002050	Workers Comp	66.82
To	0100.0475.002050	Workers Comp	$3,249.12
To	0100.0440.002050	Workers Comp	$5,229.19
To	0100.0425.002050	Workers Comp	$6.89

16. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$4,989.79
To	0100-0426-001107	CCL#1/Temp Labor	$4,635.20
To	0100-0426-002010	CCL#1/FICA	$354.59

17. Discuss, consider and take appropriate action on a line item transfer for the Elections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0376.0376.004100	Professional Services	$25,000.00
To	0376.0376.003006	Office Equipment	$25,000.00

18. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to dispose and transfer certain County inventory between subdivisions, departments, officers or employees of the County.

19. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 08/01/2019 through 08/31/2019.

20. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 08/01/2019 through 08/31/2019.

21. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including ten (10) Panasonic toughbooks, nine (9) Dell laptops, fifteen (15) Dell desktop computers, and one (1) Surface Pro docking station, pursuant to Tx. Local Gov’t Code 263.152.

22. Discuss, consider and take appropriate action on approving the Interlocal Agreement between the City of Granger and Williamson County for the sale of a surplus Gillette SPD-320 generator in accordance with Tx. Local Gov't Code 263.152.(a)(1).

23. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including five (5) Chevy Tahoes, one (1) Ford Crown Victoria, one (1) Ford Explorer, and one (1) Ford F350, pursuant to Tx. Local Gov't Code 263.152.

24. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 09/05/2019 for the Williamson County Tax Assessor/Collector.

25. Discuss, consider and take appropriate action on Feliza Conway filling the unexpired term of Anthony (Tony) Clark for Place #3 on Emergency Services District (ESD) #12 Board of Directors, effective immediately and ending on December 31, 2019 at the end of the term.

26. Discuss, consider and take appropriate action regarding the renewal of the Austin Materials, Vehicle Usage Agreement for Pct. 3 Constable and authorize County Judge to sign all related documentation.

27. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Jack W. Hughes) who passed away in J.P., Pct. 4 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Haz Mat Billing Software, under RFP #2108.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 101 Construction, under IFB #2138.

30. Discuss, consider, and take appropriate action on awarding IFB 1907-331 CR 279 Stabilizing, Milling, and Overlay, to Smith Contracting, and authorizing the purchase.

31. Discuss, consider, and take appropriate action on approving termination notice of contract with Perisope Holdings, Inc. for BidSync Source™ Module, as per DIR Contract #DIR-SDD-1588, effective November 19, 2019, and authorizing the execution of the letter.

32. Discuss, consider and take appropriate action on exempting VOTEC Corporation from the competitive bidding requirements established by Section 262.024 (a)(7) of the Texas Local government Code Discretionary Exemptions, as the sole provider of the VOTEC Election Management and Compliance System (VEMACS), Ballot Board, VoteSafe and software and maintenance for these products, and authorize execution of the agreements.

33. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Inner Loop Annex & Radio Shack Building Renovations under RFCSP #2124.

34. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Irrigation Maintenance and Repair Services under RFP #2104.

35. Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex.Loc. Gov't Code $262.024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY19/20 based on criteria and definitions provided by the Williamson County Purchasing Agent.

36. Discuss, consider and take appropriate action on authorizing the extension of contract #1506-006 for Landscape Services of Williamson County Parks, for the same pricing, terms and conditions as the existing contract for the term October 1, 2019 - September 30, 2020 with Heart of Texas Landscape and Irrigation Co., Inc.

37. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept the Texas Department of Transportation (TxDOT) FY2020 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

38. Discuss, consider and take appropriate action on authorizing the annual System Support Agreement with Infax, Inc for system and maintenance support of the Electronic Docket System covering the term of 10.1.19 through 9.30.20 for the annual amount of $8,300.

39. Discuss, consider and take appropriate action on issuing a termination notice as to Work Authorization No. 1 between Williamson County and MWM Design Group being dated March 19, 2019 in relation to the Precinct Four Hutto Office Finish Out Project.

40. Discuss, consider and take appropriate action on approving a second Addendum to the 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 $265,000 and authorizing the execution of the Addendum.

41. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and W.E. Imhoff & Company, Inc d/b/a Intertech Flooring to provide labor and material for carpet installation at the Central Maintenance Facility, in the amount of $4,884.00 for FY19 and authorizing execution of the agreement.

42. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Separation Systems Consultants, Inc. to perform an Asbestos Survey prior to the demolition of the home located at 20 Gabriel Forest, Georgetown, Texas 78628 in the amount of $2,335.00 per the terms of TIPS contract #170602 and authorizing execution of the agreement.

43. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Separation Systems Consultants, Inc. to perform Asbestos Survey service prior to demolition of six vacant homes (see background for exact locations) as listed per the TIPS Contract #170602 in the amount of $8,960.00 and authorizing execution of the agreement.

44. Discuss, consider and take appropriate action on a proposed variance to the County's OSSF Order.

45. Discuss, consider and take appropriate action on authorizing the extension of Metal Beam Guard Fence contract #1806-237, for the same pricing, terms and conditions as the existing contract but with the exception of the addition of the FY20 scope of work for this renewal period, entitled "Work Plan MBGF In Place FY20", that is attached for reference, for the term of September 8, 2019 - September 7, 2020, with RHB Construction.

46. Discuss, consider and take appropriate action on authorizing the extension of Hauling Services, contract #1707-177, for the same pricing, terms and conditions as the existing contract, for the term of September 12, 2019 - September 11, 2020 with Statewide Materials Transport, Ltd.

47. Discuss, consider and take appropriate action on authorizing the extension of Flex Base Materials contract #1806-242, for the same pricing, terms and conditions as the existing contract that was awarded to Industrial Asphalt, LLC as the primary vendor, and Vulcan Constructions Materials as the secondary vendor for the term of September 12, 2019 - September 11, 2020.

48. Discuss, consider and take appropriate action on awarding RFQ #1904-314 Structural Engineering Services - Review Cave/Void Closure Plans & Misc Structural Analysis to the most qualified firm Dunaway Associates and authorizing execution of the contract.

49. Discuss, consider and take appropriate action on new Contract for Engineering Services with HNTB Corporation to provide Construction Observation Services for the Limestone Terrace project.

50. Discuss, consider and take appropriate action regarding the closing of Limestone Terrace and detouring traffic during road reconstruction.

51. Discuss, consider, and take appropriate action regarding Change Order No. 2 (M.A. Smith Contracting) in the amount of $5,202.12 for Lakeline Right Turn Lanes, a Road Bond project in Commissioner Pct. 2.
P: 331 Funding Source: Road Bond

52. Discuss, consider and take appropriate action regarding Change Order No. 3 (M.A. Smith Contracting) in the amount of $1,558.22 for Lakeline Right Turn Lanes, a Road Bond project in Commissioner Pct. 2.
P: 331 Funding: Road Bond

53. Discuss, consider, and take appropriate action regarding Change Order No. 4 (M.A. Smith Contracting) in the amount of $14,477.10 for Lakeline Right Turn Lanes, a Road Bond project in Commissioner Pct. 2.
Project: 331 Funding: Road Bond

54. Discuss, consider, and take appropriate action regarding Change Order No. 1 (QA Construction) in the amount of $1,513.40 for Forest North Anderson Mill, a Road Bond project in Commissioner Pct. 1.
P: 225 Funding: 01.0200.0210.003599

55. Discuss, consider and take appropriate action on approval of the preliminary plat for the Schwertner Ranch subdivision – Precinct 3.

56. Discuss, consider and take appropriate action on approval of the preliminary plat for the Cool Water subdivision – Precinct 3.

57. Discuss, consider and take appropriate action on approval of the final plat for the Sonterra West Section 12 Phase 3 subdivision – Precinct 3.

58. Discuss, consider and take appropriate action on approval of the replat of Lot 34 of the Bear Creek Ranch Unit 4 subdivision – Precinct 2.

59. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements (CR 176 Realignment and Rehabilitation Project) with Brushy Creek Municipal Utility District.

60. Discuss, consider and take appropriate action on a letter agreement with She Shi and Yan Zhang for a PEC Easement needed on CR 200- Parcel 3. Funding Source: Road Bonds P285

61. Discuss, consider and take appropriate action on a Real Estate Contract with the Estate of Janie L. Gonzalez for right of way needed on CR 200 (Parcel 23). Funding: Road Bonds P285

REGULAR AGENDA

62. Discuss, consider and take appropriate action on recognizing the Purchasing Department as a recipient of the 2019 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

63. Discuss, consider, and take appropriate action on a proclamation designating the week of September 8, 2019 as Obesity Awareness Week in Williamson County.

64. Discuss, consider and take appropriate action on approving Andrea Haubner as the Texas A&M AgriLife Extension Service – Family & Community Health Agent.

65. Discuss, consider and take appropriate action on forming a Williamson County Complete County Committee for the 2020 US Census.

66. Discuss, consider and take appropriate action on a resolution regarding Williamson Central Appraisal District Board of Directors votes.

67. Discuss, consider, and take appropriate action on the FY19/20 Budget Order.

68. Discuss, consider and take appropriate action on approving the creation of one full-time position in Animal Services Grants.

69. Discuss, consider and take appropriate action on accepting grant from Texas Judicial Commission on Mental Health for County Court at Law #4 for "Tele-Justice: Compassionate Process to Improve Court Interaction with Mentally Ill" and signing Statement of Grant Award in the amount of $25,000.

70. Discuss, consider and take appropriate action on resolution and acceptance of grant award from the Office of Governor for the Williamson County Veterans Treatment Court program.

71. Discuss, consider and take appropriate action to approve the projects and budgets for the 2015, 2017, 2018, 2019, and 2020 Capital Improvement Programs; the 2013 Park Bonds and the 2015 Certificate of Obligation.

72. Discuss, consider and take appropriate action on approving public service funding agreements as per the FY' 20 adopted budget approved by Commissioners Court on August 27, 2019.

73. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Hutto CO-OP Public Improvement District and the County of Williamson, Texas.

74. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the City of Liberty Hill Summerlyn West Public Improvement District and the County of Williamson, Texas.

75. Discuss, consider and take appropriate action on a Resolution to Adopt the EVS 6020 Voting System , as certified by the State of Texas, to be used for early and regular election day voting by Williamson County for the November 5 th, 2019 election and all subsequent elections, in accordance with Section 123.001(b) of the Texas Election Code.

76. Discuss and take appropriate action on authorizing Williamson County to hold elections jointly with other political subdivisions for elections being held on November 5, 2019.

77. Discuss, consider, and take appropriate action on the Public Safety Software Configuration Policy for Technology Services.

78. Discuss, consider, and take appropriate action on the policy for Technology Services Support for Non-County Public Safety Agencies.

79. Discuss, consider, and take appropriate action on the Cyber Security Awareness Training Policy to assist with conforming to Texas HB 3834.

80. Discuss, consider, and take appropriate action on establishing an ILA with Liberty Hill ISD for Emergency Communications and Technology Services.

81. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office Victim's Assistance Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$200.00

82. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office Victim's Assistance Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	Use of VA Donations	$200.00

83. 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 Debt Service Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0000.361300	Interest, Investments	$37,667.28

84. 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 Debt Service Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0600.004604	Pymts To TIR/TIRZ	$37,667.28

85. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$155.00

86. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$155.00

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

88. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on September 30, 2020 under Williamson County Contract for Engineering Services between Dunaway Associates and Williamson County dated September 10, 2019 for Structural Engineering Services Cave Void Closure Plans.

89. Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-204 CR 118 at Cottonwood Creek with the Texas Department of Transportation.

90. Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-132 at CR 258 at N San Gabriel River with the Texas Department of Transportation.

91. Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-174 at CR 452 at Branch of Mustang Creek with the Texas Department of Transportation.

92. Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-153 at Brushy Bend Drive at Brushy Creek with the Texas Department of Transportation.

93. Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-203 at CR 143 at Dry Berry Creek with the Texas Department of Transportation.

94. Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-137 at CR 126 at Mileham Branch with the Texas Department of Transportation.

95. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $64,953.00 to expire December 31, 2019 under Williamson County Contract for Engineering Services between HNTB and Williamson County dated September 10, 2019 for Limestone Terrace.

96. Discuss, consider and take appropriate action on designating the Williamson County Engineer as the Williamson County Commissioners Court's designee for approvals, approvals with conditions or disapproval of plat applications and agreements relating to extensions of plat application review times pursuant to Chapter 232 of the Texas Local Government Code.

97. Discuss, consider and take appropriate action on designating the Williamson County Engineer as the Williamson County Commissioners Court's designee for issuing final plat approvals that must be issued pursuant to Chapter 232 of the Texas Local Government Code prior to the next scheduled session of the Williamson County Commissioners Court provided that any such final plat approvals are placed on the agenda for ratification by the Williamson County Commissioners Court at its next scheduled session.

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)."

98. 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

99. 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 Arcos

100. 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) 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
k) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
l) Valerie Adams - EEOC Charge No. 450-2018-03807

m) 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.
n) 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.
o) BANGL Pipeline Project
p) 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
q) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
r) 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.
s) Anthony "Tony" Carter - EEOC Charge.

101. 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).

REGULAR AGENDA (continued)

102. Discuss and take appropriate action concerning economic development.

103. Discuss and take appropriate action concerning real estate.

104. 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) 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
k) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
l) Valerie Adams - EEOC Charge No. 450-2018-03807
m) 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.
n) 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.
o) BANGL Pipeline Project
p) 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
q) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
r) 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.
s) Anthony "Tony" Carter - EEOC Charge.

105. 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.

106. 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 6th day of September, 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: 09/10/2019

Line Item transfers

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on line item transfers for Animal Services (Williamson County Regional Animal Shelter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004510	Facility Maint.	3500.00
To	0545.0545.004975	Animal Medical Care	3500.00
From	0545.0545.003006	Office Equipment	326.89
From	0545.0545.003010	Computer Equip	187.67
From	0545.0545.004211	Telephone Service	1000.00
From	0545.0545.004350	Printed Materials	262.64
From	0545.0545.004414	Vehicle Ins	117.79
From	0545.0545.004541	Vehicle Repairs	750.00
From	0545.0545.004999	Miscellaneous	171.69
To	0545.0545.003200	Medical Supplies	2816.68

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2019 04:32 PM
Budget Office	Ashlie Koenig	08/27/2019 04:39 PM
Form Started By: Cheryl Schneider		Started On: 08/19/2019 03:46 PM
Final Approval Date: 08/27/2019		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/10/2019

Line item Transfer for Parks Department

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds to purchase a dump trailer for the Expo Center to aid in horse stall cleanup after special events.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-005300	Improvements > $5,000	$8,460.00
To	0100-0510-005003	Equipment > $5,000	$8,460.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/22/2019 02:53 PM
Budget Office	Ashlie Koenig	08/22/2019 02:56 PM
Form Started By: Russell Fishbeck		Started On: 08/22/2019 01:18 PM
Final Approval Date: 08/22/2019		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/10/2019

Line item Transfer for Parks Department

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds to cover gasoline needs for the Parks Department for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.003005	Office Furniture < $5,000	$2,500.00
From	0100.0510.004311	Advertising - General	$2,500.00
To	0100.0510.003301	Gasoline	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/03/2019 03:55 PM
Budget Office	Ashlie Koenig	09/04/2019 02:06 PM
Form Started By: Russell Fishbeck		Started On: 08/28/2019 10:17 AM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/10/2019

Line item Transfer for Parks Department

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer funds to purchase a portable storage container to securely store park supplies and equipment at River Ranch County Park.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004542	Grounds Maintenance	$3,535.00
To	0100.0510.003001	Small Equipment & Tools	$3,535.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 09:55 AM
Budget Office	Ashlie Koenig	09/05/2019 11:48 AM
Form Started By: Russell Fishbeck		Started On: 09/04/2019 05:42 PM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/10/2019

Line Item Transfer

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 a line item transfer for Facilities.

Background

Need additional funds for the remainder of the FY for Kitchen Repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004990	Solid Waste Mgmt/Recycling	$1,500.00
To	0100.0509.004512	Kitchen Maint & Repair	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2019 03:23 PM
Budget Office	Ashlie Koenig	08/27/2019 03:25 PM
Form Started By: Gina Wrehsnig		Started On: 08/27/2019 09:34 AM
Final Approval Date: 08/27/2019		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/10/2019

Line Item Transfer

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 at the request of the Auditor's Office. This transfer is necessary to cover the shortage plus any additional overtime for the remainder of the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$16,061.76
To	0200-0210-001110	Overtime	$13,200.00
To	0200-0210-002020	Retirement	$1,851.96
To	0200-0210-002010	Fica	$1,009.80

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/27/2019 03:25 PM
Budget Office	Ashlie Koenig	08/27/2019 04:41 PM
Form Started By: Daribel Texidor		Started On: 08/27/2019 12:38 PM
Final Approval Date: 08/27/2019		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/10/2019

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

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to provide employee medical and/or workplace efficiency accommodations to include standup desks.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$7,000.00
To	0200-0210-003005	Office Furniture < $5,000	$7,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/03/2019 11:41 AM
Budget Office	Ashlie Koenig	09/03/2019 03:52 PM
Form Started By: Kelly Murphy		Started On: 09/03/2019 09:48 AM
Final Approval Date: 09/03/2019		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/10/2019

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

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005008	LE Equipment > $5,000	$3,750.00
To	0100.0560.004212	Postage	$3,750.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/03/2019 08:33 AM
Budget Office	Ashlie Koenig	09/03/2019 09:01 AM
Form Started By: Brenda Staples		Started On: 08/30/2019 04:26 PM
Final Approval Date: 09/03/2019		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/10/2019

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 line item transfer for Constable Pct 4.

Background

This line item transfer request will provide additional funds for projected departmental needs to include final outfitting of vehicles with road spikes, front and back cages, weapon racks and associated installation.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003102	Safety Supplies	$925
To	0100-0554-003002	Vehicle Equipment < $5000	$925
From	0100-0554-003003	Radio Equipment < $5000	$2825
From	0100-0554-004548	Radio Repairs & Maint.	$500
From	0100-0554-003120	Printer Supplies	$2500
To	0100-0554-003008	Law Enforcement Equip < $5000	$5825

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/03/2019 02:59 PM
Budget Office	Ashlie Koenig	09/04/2019 02:09 PM
Form Started By: Brian Olson		Started On: 09/03/2019 11:05 AM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/10/2019

LIT Debt Service Fund 9.10.19

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Debt Service Fund.

Background

To recognize the associated expenditures for the defeasance and redemption of certain county bonds approved on the August 6, 2019 Commissioners Court Agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	$24,996,653.46
To	0600.0600.004098	Pymt to Refunding Escrow Agent	$5,450,147.46
To	0600.0600.004099	Bond Issuance Costs	$16,506.00
To	0600.0600.006238	Series 14 Ltd Tax Park Bonds	$19,530,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 12:33 PM
Budget Office	Ashlie Koenig	09/04/2019 02:12 PM
Form Started By: Melanie Denny		Started On: 09/03/2019 12:36 PM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **14.**

Meeting Date: 09/10/2019

Non Dept LIT 9.10.19

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for General Fund Non-Departmental.

Background

The county has three tax increment financing agreements with Georgetown, Leander and Taylor. Budget is based on preliminary assessed values in April. The certified values are not finalized until July. The certified values were higher than expected. Additional budget is needed to pay the invoices per the agreements.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004606	Pymt to Econ Dev Agreements	$45,716.29
To	0100.0409.004604	Pymts to TIF/TIRZ	$45,716.29

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:08 PM
Budget Office	Ashlie Koenig	09/04/2019 02:12 PM
Form Started By: Melanie Denny		Started On: 09/03/2019 03:59 PM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **15.**

Meeting Date: 09/10/2019

Worker Comp LIT 9.10.19

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for workers comp in various departments.

Background

Rate changes are hard to predict during the budget process. The transfer is to move funds to cover the shortfall in various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.002050	Workers Comp	$8,794.35
From	0100.0570.002050	Workers Comp	$4,162.99
From	0100.0509.002050	Workers Comp	$5.073.23
From	0340.0540.004908	Outreach Flex Funding	$493.09
To	0340.0540.002050	Workers Comp	$493.09
To	0100.0542.002050	Workers Comp	$396.90
To	0100.0541.002050	Workers Comp	$31.74
To	0100.0540.002050	Workers Comp	$9,049.91
To	0100.0476.002050	Workers Comp	66.82
To	0100.0475.002050	Workers Comp	$3,249.12
To	0100.0440.002050	Workers Comp	$5,229.19
To	0100.0425.002050	Workers Comp	$6.89

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:32 PM
Form Started By: Melanie Denny		Started On: 09/03/2019 08:37 PM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **16.**

Meeting Date: 09/10/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Background

Judge Hallford has selected a candidate to fill her vacant slot, but the candidate is unable to start work until October. Judge Hallford is requesting four weeks (40 hours weekly) of funding to keep her current temp position until then.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$4,989.79
To	0100-0426-001107	CCL#1/Temp Labor	$4,635.20
To	0100-0426-002010	CCL#1/FICA	$354.59

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 10:38 AM
Form Started By: Ashlie Koenig		Started On: 09/04/2019 10:19 AM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **17.**

Meeting Date: 09/10/2019

Line Item Transfer for Elections Department

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

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds in Elections Discretionary Fund to cover the cost of purchasing mobile carts to be used for curbside voting with new voting system and purchase of carts to secure new voting system at several polling locations during Early Voting.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0376.0376.004100	Professional Services	$25,000.00
To	0376.0376.003006	Office Equipment	$25,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:40 AM
Budget Office	Ashlie Koenig	09/05/2019 11:48 AM
Form Started By: Jenifer Favreau		Started On: 09/05/2019 10:14 AM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **18.**

Meeting Date: 09/10/2019

Delegation of authority to Purchasing Agent for disposal of surplus inventory

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to dispose and transfer certain County inventory between subdivisions, departments, officers or employees of the County.

Background

The Commissioners Court previously approved the delegation of authority to the Purchasing Agent on 12.5.17, Item #59 to submit disposition of certain surplus items on a monthly report. This item is to update the listing of items that will be included on the monthly report to Commissioners Court rather than weekly agenda submissions. If approved, the items moving to the monthly report are computers, technology-related items and furniture.

In order to reduce the amount or number of future purchases, Texas Local Government Code subsection 262.011.(j) requires the County Purchasing Agent, with the approval of Commissioners Court, to transfer county supplies, materials and equipment from a subdivision, department, officer or employee of the county that are not needed or used by another subdivision, department, officer or employee requiring the supplies or materials or use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of the transferred supplies, materials and equipment. Please see attached document for more detailed information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Delegation document (revised)

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/04/2019 12:47 PM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:20 PM
Form Started By: Randy Barker		Started On: 08/23/2019 10:55 AM
Final Approval Date: 09/04/2019		

Williamson County Purchasing Department
100 Wilco Way, Ste. P101
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Delegation of authorization to Purchasing Agent by the Commissioners Court for the disposal or transfer of certain assets

In order to reduce the amount or number of future purchases, Texas Local Government Code subsection 262.011 (j) requires the County Purchasing Agent, with the approval of Commissioners Court, to transfer county supplies, materials and equipment from a subdivision, department, officer or employee of the county that are not needed or used by another subdivision, department, officer or employee requiring the supplies or materials or use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of the transferred supplies, materials and equipment.

Items are transferred between departments and subdivisions numerous times during the year and this agenda item will authorize the Purchasing Agent to transfer or dispose of the following items without having to return them to Commissioners Court for approval prior to disposition. Items and disposition action will be documented and presented to Commissioners Court on a monthly report after disposition for review.

- Personal property (not real property);
- Items damaged beyond reasonable repair or which would be a hazard to the public if sold in an auction;
- Items which will be sold through auction or destroyed:
  - Disposable items (i.e. computers, technology related items, furniture, supplies);
  - Items of low value which would not generate any revenue if sold in auction.
- Items transferred between County departments;
- Trade-Ins (items traded in as a discount for a new asset or an asset which malfunctioned and was replaced by the manufacturer with the same item).

The following items are **not** included in the delegated authority given to the Purchasing Agent and will continue to be sent through Commissioners Court for approval prior to disposition:

- Large or Capital Assets (including vehicles and equipment) which may have a budgetary impact;
- Real Property;
- Donations;
- Lost or stolen items;
- Items requested by Commissioners Court.

This delegation of authority does not include abandoned property such as evidence or items from law enforcement investigations or legal cases which will be disposed of through a separate process administered by the Sheriff's Office. All items will be separately recorded according to their funding (i.e. General Fund items, Road and Bridge Fund items) to avoid comingling of budgeted funds.

Commissioners Court - Regular Session **19.**

Meeting Date: 09/10/2019

Assets for Auction - Monthly Report August 2019

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 08/01/2019 through 08/31/2019.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction 2019 - Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 11:45 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:48 AM
Form Started By: Randy Barker		Started On: 08/23/2019 02:43 PM
Final Approval Date: 09/05/2019		

"August 2019 **MONTHLY REPORT**

Williamson County - Assets for Auction

Item	Serial Number	Court date	Quantity	Dept.
Dell speakers	A225, AX210	9.10.19	2	425th District Court
HP Office Jet Pro 6998	TH661340VY	9.10.19	1	425th District Court
Office side chairs		9.10.19	2	Animal Services
Kennels (installed 207)	2298 possibly part of A#43702	9.10.19	15	Animal Services
Toner cartridges		9.10.19	2	County Auditor
Misc. software disks & manuals		9.10.19	1 lot	County Auditor
Computer cords/cables		9.10.19	7	County Auditor
Phone cords		9.10.19	2	County Auditor
Plantronics headset		9.10.19	1	County Auditor
Carry bags		9.10.19	2	County Auditor
Samsonite rolling laptop/carry-on bag		9.10.19	1	County Auditor
Laptop bags		9.10.19	4	County Auditor
Chair back rest pillow		9.10.19	1	County Auditor
Mouse		9.10.19	5	County Auditor
Misc. computer cables/network cables/etc.		9.10.19	10	County Auditor
Digital camera & case		9.10.19	1	County Auditor
Gel wrist pads		9.10.19	4	County Auditor
Handheld calculators		9.10.19	2	County Auditor
10 key external attachment for laptop		9.10.19	1	County Auditor
Dell A/C adapter		9.10.19	2	County Auditor
Dell laptop batteries		9.10.19	2	County Auditor
Office chairs		9.10.19	2	County Auditor
Dell monitor		9.10.19	1	County Auditor
Dell keyboards		9.10.19	6	County Auditor
Burgundy office chair		9.10.19	1	County Attorney
Canon DR-6010C scanner	FB301977; FB320328; FB301285	9.10.19	3	County Attorney
Desk		9.10.19	1	County Court at Law 2
File cabinet		9.10.19	1	County Court at Law 2
Chair		9.10.19	4	County Court at Law 2
OCE IM3511 Copier	7050076	9.10.19	1	CSCD
OCE IM4511 Copier	7060320	9.10.19	1	CSCD
Chairs		9.10.19	5	CSCD
Whiteboards		9.10.19	5	CSCD
Chairs		9.10.19	15	CSCD
Couch		9.10.19	1	District Attorney
Armoire		9.10.19	1	District Attorney
Storage chest		9.10.19	1	District Attorney
Ottoman		9.10.19	1	District Attorney
Desks		9.10.19	7	District Attorney
2 drawer lateral cabinet		9.10.19	3	District Attorney
Credenza		9.10.19	2	District Attorney
Small bookcase		9.10.19	3	District Attorney
Right turn attached to a desk		9.10.19	1	District Attorney
Blue loveseat		9.10.19	1	District Attorney
Blue ottoman		9.10.19	1	District Attorney
Small side table		9.10.19	1	District Attorney
Desks		9.10.19	5	District Attorney
Bookcase		9.10.19	2	District Attorney
2 drawer file cabinet		9.10.19	4	District Attorney
Small 2 drawer file		9.10.19	2	District Attorney
Credenza		9.10.19	3	District Attorney
Canon Image Formula Scanner DR-6010C	FB316861; FB300534; FB329779; FB316857; FB327758	9.10.19	5	District Clerk
HP Laserjet 4100N printer	USGNF09929	9.10.19	1	EMS
Dell C1765nf Inkjet printer	RCI519517	9.10.19	1	EMS
File cabinets		9.10.19	2	Parks
Formax shredder	11050029S	9.10.19	1	JP 4
HP Color Laser Jet	JPDCJC011M	9.10.19	1	JP 4

U shaped desk		9.10.19	1	JP 4
Table (2 large, 1 small)		9.10.19	3	JP 4
Envoy black 4 drawer file cabinet		9.10.19	1	Juvenile Services
Anderson Hickory black 4 drawer file cabinet		9.10.19	1	Juvenile Services
HON black 4 drawer file cabinet		9.10.19	6	Juvenile Services
HON gray 3 drawer file cabinet		9.10.19	3	Juvenile Services
HON black 2 drawer file cabinet		9.10.19	1	Juvenile Services
800 MHz antenna	Bogner	9.10.19	4	RCS
Microwave antenna	Radio Waves HPD4-4.7NS	9.10.19	3	RCS
Dipole antenna	Sinclair	9.10.19	1	RCS
Aluminum networking rack	Chatsworth	9.10.19	1	RCS
Microwave networking rack	Motorola CM6 HC series	9.10.19	4	RCS
Panasonic KX-FL511 Fax Machine	0CAWE382783	9.10.19	1	Sheriff's Office
Dell monitors	multiple (details attached)	9.10.19	7	Sheriff's Office
HP 4050N printer	USBD008772	9.10.19	1	Sheriff's Office
4 drawer legal file cabinet	A104172; A110121; A110029; A110036	9.10.19	4	URS
4-5 drawer legal file cabinets		9.10.19	3	URS
Bookshelves		9.10.19	2	URS
Desk parts with keyboard shelf attachment		9.10.19	3	URS
Task chairs		9.10.19	6	URS
Desk return	A111326; A111360; n/a	9.10.19	3	URS
Misc. metal shelving (disassembled)		9.10.19	1 lot	URS
Various ethernet cables in recycling bin		9.10.19	1 lot	URS

Asset Status Change

Title:	i:0#.f|membership|mtidrick@wilco.org - 08-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
3. Description:	Dell Speakers
3. Manufacturer ID #:	A225
3. Condition of Assets:	Working
4. Description:	Dell Speakers
4. Manufacturer ID #:	AX210
4. Condition of Assets:	Working
Transferor Department:	425th District
Transferor Contact Person:	Marlys Tidrick
Transferor Contact Phone Number:	512-943-3380
Transferor Comments:	Both computers are out of warranty and have been replaced. The best way to reach me is by email: mtidrick@gmail.com
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Marlys Tidrick 8/8/2019 3:30 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	8/20/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Marlys Tidrick on 8/8/2019 3:31 PM Comment: IPlease review the form ID Number 112 for approval. Approved by Kelsey Rollins on 8/9/2019 8:28 AM Comment:

Asset Status Change

	Approved by Randy Barker on 8/12/2019 11:09 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|mtidrick@wilco.org - 08-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	HP Office Jet Pro 6998 print/scan/fax
1. Manufacturer ID #:	serial number TH661340VY
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
Transferor Department:	425th District
Transferor Contact Person:	Marlys Tidrick
Transferor Contact Phone Number:	512-943-3380
Transferor Comments:	Printer has been repaired several times but has had continuous problems. Email is the best way to reach me: mtidrick@wilco.org
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Marlys Tidrick 8/8/2019 3:34 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Marlys Tidrick on 8/8/2019 3:36 PM Comment: IPlease review the form ID Number 113 for approval. Approved by Kelsey Rollins on 8/9/2019 8:31 AM Comment: Approved by Randy Barker on 8/12/2019 11:24 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|mtidrick@wilco.org - 12-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	HP Office Jet Pro 6998 print/scan/fax
1. Manufacturer ID #:	serial number TH661340VY
1. Oracle Asset #:	n/a
1. Condition of Assets:	Non-Working
Transferor Department:	425th District
Transferor Contact Person:	Marlys Tidrick
Transferor Contact Phone Number:	943-3380
Transferor Comments:	Printer has been repaired twice but still has issues. Email is the best way to reach me: mtidrick@wilco.org
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Marlys Tidrick 8/12/2019 2:36 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Marlys Tidrick on 8/12/2019 2:38 PM Comment: IPlease review the form ID Number 122 for approval. Approved by Kelsey Rollins on 8/12/2019 2:50 PM Comment: Approved by Randy Barker on 8/12/2019 2:57 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|cschneider@wilco.org - 08-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	2
1. Description:	Office Side Chairs
1. Manufacturer ID #:	non
1. Condition of Assets:	Working
Transferor Department:	Animal Services
Transferor Contact Person:	Cheryl Schneider
Transferor Contact Phone Number:	512-943-3597
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Cheryl Schneider 8/8/2019 3:06 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Cheryl Schneider on 8/8/2019 3:06 PM Comment: IPlease review the form ID Number 111 for approval. Approved by Kelsey Rollins on 8/9/2019 8:19 AM Comment: Approved by Randy Barker on 8/12/2019 11:34 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|cschneider@wilco.org - 26-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	15
1. Description:	kennels, installed 2007
1. Manufacturer ID #:	none asset # 2298
1. Oracle Asset #:	possibly part of A#43702
1. Condition of Assets:	Working
Transferor Department:	Animal Services
Transferor Contact Person:	Cheryl Schneider
Transferor Contact Phone Number:	512-943-3597
Transferor Comments:	These kennels are old and in poor condition but could still be used. I suspect a small rural shelter would love to have them. There are 2 banks of 6 and 1 of 3. One bank of 6 has a door missing.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Cheryl Schneider 8/26/2019 9:14 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Cheryl Schneider on 8/26/2019 9:17 AM Comment: IPlease review the form ID Number 141 for approval. Approved by Kelsey Rollins on 8/27/2019 2:25 PM Comment: Tony - Can you make sure these are in a lot by themselves so we can give the Animal Shelter the proceeds? Thanks! Approved by Johnny Grimaldo on 8/28/2019 11:13 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|jkiley@wilco.org - 30-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	2
1. Description:	Toner Cartridges
1. Condition of Assets:	Working
2. Description:	Misc Software Disks and Manuals
2. Condition of Assets:	Unknown
3. Quantity:	7
3. Description:	Computer Cords/Cables
3. Condition of Assets:	Working
4. Quantity:	2
4. Description:	Phone Cords
4. Condition of Assets:	Working
5. Quantity	1
5. Description	Plantronics Headset
5. Condition of Assets	Unknown
Transferor Department:	County Auditor
Transferor Contact Person:	Julie Kiley
Transferor Contact Phone Number:	3-1552
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Julie Kiley 8/30/2019 1:22 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Kiley on 8/30/2019 1:23 PM Comment: IPlease review the form ID Number 156 for approval. Approved by Kelsey Rollins on 8/30/2019 1:25 PM Comment: Approved by Johnny Grimaldo on 8/30/2019 2:00 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|jkiley@wilco.org - 30-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	2
1. Description:	Carry Bags
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Samsonite Rolling Laptop/Carry-on Bag
2. Condition of Assets:	Working
3. Quantity:	4
3. Description:	Laptop Bags
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	Chair Back Rest Pillow
4. Condition of Assets:	Working
5. Quantity	5
5. Description	Mouse
5. Condition of Assets	Working
Transferor Department:	County Auditor
Transferor Contact Person:	Julie Kiley
Transferor Contact Phone Number:	3-1552
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Julie Kiley 8/30/2019 1:26 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Kiley on 8/30/2019 1:27 PM Comment: IPlease review the form ID Number 157 for approval. Approved by Kelsey Rollins on 8/30/2019 1:31 PM Comment:

Asset Status Change

	Approved by Johnny Grimaldo on 8/30/2019 2:07 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|jkiley@wilco.org - 30-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	10
1. Description:	Miscellaneous Computer Cables/network cables/etc
1. Condition of Assets:	Unknown
2. Quantity:	1
2. Description:	Digital Camera and Case
2. Condition of Assets:	Unknown
3. Quantity:	4
3. Description:	Gel Wrist Pads
3. Condition of Assets:	Unknown
4. Quantity:	2
4. Description:	Hand Held Calculators
4. Condition of Assets:	Unknown
5. Quantity	1
5. Description	10 Key External Attachment for Laptop
5. Condition of Assets	Working
Transferor Department:	County Auditor
Transferor Contact Person:	Julie Kiley
Transferor Contact Phone Number:	3-1552
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Julie Kiley 8/30/2019 2:26 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Kiley on 8/30/2019 2:27 PM Comment: IPlease review the form ID Number 160 for approval. Approved by Kelsey Rollins on 8/30/2019 2:33 PM Comment:

Asset Status Change

	Approved by Johnny Grimaldo on 8/30/2019 3:31 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|jkiley@wilco.org - 30-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	2
1. Description:	Dell A/C Adapter
1. Condition of Assets:	Working
2. Quantity:	2
2. Description:	Dell Laptop Batteries
2. Condition of Assets:	Working
3. Quantity:	2
3. Description:	Office Chairs
3. Condition of Assets:	Non-Working
4. Quantity:	1
4. Description:	Dell Monitor
4. Condition of Assets:	Non-Working
5. Quantity	6
5. Description	Dell Keyboards
5. Condition of Assets	Working
Transferor Department:	County Auditor
Transferor Contact Person:	Julie Kiley
Transferor Contact Phone Number:	3-1552
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Julie Kiley 8/30/2019 1:20 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Kiley on 8/30/2019 1:21 PM Comment: IPlease review the form ID Number 155 for approval. Approved by Kelsey Rollins on 8/30/2019 1:24 PM Comment:

Asset Status Change

	Approved by Johnny Grimaldo on 8/30/2019 1:55 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 19-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Burgundy office chair
1. Condition of Assets:	Working
Transferor Department:	County Attorney
Transferor Contact Person:	Stephanie Lloyd
Transferor Contact Phone Number:	943-1116
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 8/19/2019 3:28 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Asset(s) delivered to warehouse on:	8/21/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Stephanie Lloyd on 8/19/2019 3:30 PM Comment: IPlease review the form ID Number 128 for approval. Approved by Kelsey Rollins on 8/19/2019 4:03 PM Comment: Approved by Randy Barker on 8/23/2019 3:21 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 30-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Canon DR-6010C scanner
1. Manufacturer ID #:	s/n: FB301977
1. Oracle Asset #:	55062
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Canon DR-6010C scanner
2. Manufacturer ID #:	s/n: FB320328
2. Oracle Asset #:	65396
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	Canon DR-6010C
3. Manufacturer ID #:	s/n: FB301285
3. Oracle Asset #:	54091
3. Condition of Assets:	Working
Transferor Department:	County Attorney
Transferor Contact Person:	Stephanie Lloyd
Transferor Contact Phone Number:	943-1116
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 8/30/2019 10:12 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	2/19/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Stephanie Lloyd on 8/30/2019 10:13 AM Comment: IPlease review the form ID Number 153 for approval. Approved by Kelsey Rollins on 8/30/2019 11:23 AM Comment:

Asset Status Change

	Approved by Johnny Grimaldo on 8/30/2019 1:44 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|kkracht@wilco.org - 09-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Desk
1. Oracle Asset #:	n/a
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	File Cabnet
2. Oracle Asset #:	n/a
2. Condition of Assets:	Working
3. Quantity:	4
3. Description:	Chair
3. Oracle Asset #:	n/a
3. Condition of Assets:	Working
Transferor Department:	County Court at Law 2
Transferor Contact Person:	Kevin Kracht
Transferor Contact Phone Number:	943-1410
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Kevin Kracht 8/9/2019 3:45 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Kevin Kracht on 8/9/2019 3:47 PM Comment: IPlease review the form ID Number 116 for approval. Approved by Kelsey Rollins on 8/9/2019 4:00 PM Comment: Originally marked for Trade-in. Emailed Kevin to clarify. Changed designation to Auction. -kr Approved by Randy Barker on 8/12/2019 10:54 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|melissa.ramos@wilco.org - 21-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	OCE IM3511 Copier
1. Manufacturer ID #:	7050076
1. Oracle Asset #:	not found
1. Condition of Assets:	Non-Working
2. Quantity:	1
2. Description:	OCE IM4511 Copier
2. Manufacturer ID #:	7060320
2. Oracle Asset #:	not found
2. Condition of Assets:	Non-Working
3. Quantity:	5
3. Description:	chairs
3. Manufacturer ID #:	na
3. Condition of Assets:	Working
Transferor Department:	CSCD - County Purchased
Transferor Contact Person:	Melissa Ramos
Transferor Contact Phone Number:	512-943-3504
Transferor Comments:	
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Melissa Ramos 8/21/2019 4:45 PM
Transferee Department	Auction
Transferee Contact Person:	Tony Hill
Transferee Contact Phone Number:	512-943-3314
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Melissa Ramos on 8/21/2019 4:46 PM Comment: IPlease review the form ID Number 139 for approval.

Asset Status Change

	Approved by Kelsey Rollins on 8/26/2019 1:34 PM Comment: Approved by Johnny Grimaldo on 8/28/2019 10:09 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|melissa.ramos@wilco.org - 23-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	5
1. Description:	white boards
1. Manufacturer ID #:	na
1. Condition of Assets:	Working
2. Quantity:	15
2. Description:	chairs
2. Manufacturer ID #:	na
2. Condition of Assets:	Working
Transferor Department:	CSCD - State Purchased
Transferor Contact Person:	Melissa Ramos
Transferor Contact Phone Number:	512-943-3504
Transferor Comments:	Items will be dropped off Monday morning at the warehouse.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Melissa Ramos 8/23/2019 5:50 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Melissa Ramos on 8/23/2019 5:51 PM Comment: IPlease review the form ID Number 140 for approval. Approved by Kelsey Rollins on 8/26/2019 9:49 AM Comment: Approved by Johnny Grimaldo on 8/28/2019 10:54 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 29-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Couch
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Armoire
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	storage chest
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	adoman
4. Condition of Assets:	Working
Transferor Department:	District Attorney
Transferor Contact Person:	Grace Frias
Transferor Contact Phone Number:	513-943-1234
Transferor Comments:	These items can not be removed unitl September 26th, new furniture delivery is September 27th. I will email Tony Hill with this information.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Grace Frias 8/29/2019 3:33 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Grace Frias on 8/29/2019 3:34 PM Comment: IPlease review the form ID Number 152 for approval. Approved by Kelsey Rollins on 8/30/2019 8:28 AM Comment: Approved by Johnny Grimaldo on 8/30/2019 9:48 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 29-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	7
1. Description:	Desks
1. Condition of Assets:	Working
2. Quantity:	3
2. Description:	2 Drawer Lateral Cabinet
2. Condition of Assets:	Working
3. Quantity:	2
3. Description:	Credenza
3. Condition of Assets:	Working
4. Quantity:	3
4. Description:	Small Bookcase
4. Condition of Assets:	Working
5. Quantity	1
5. Description	right turn attached to a desk
5. Condition of Assets	Working
Transferor Department:	District Attorney
Transferor Contact Person:	Grace Frias
Transferor Contact Phone Number:	512-943-1234
Transferor Comments:	These items can not be removed from the DA's office until September 26th, new furniture will be delivered on September 27th. Will be emailing Tony Hill with this information.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Grace Frias 8/29/2019 3:28 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Grace Frias on 8/29/2019 3:29 PM Comment: IPlease review the form ID Number 151 for approval.

Asset Status Change

	Approved by Kelsey Rollins on 8/30/2019 8:27 AM Comment: Approved by Johnny Grimaldo on 8/30/2019 9:41 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 09-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Blue Love Seat
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Blue Ottoman
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	Small Side Table
3. Condition of Assets:	Working
Transferor Department:	District Attorney
Transferor Contact Person:	Grace Frias
Transferor Contact Phone Number:	512-943-1234
Transferor Comments:	Tony Hill picked these items up the morning of 8-9-19.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Grace Frias 8/9/2019 4:19 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Asset(s) delivered to warehouse on:	8/9/2019
Delivered to warehouse by:	Tony Hill
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Grace Frias on 8/9/2019 4:20 PM Comment: IPlease review the form ID Number 118 for approval. Approved by Kelsey Rollins on 8/12/2019 9:17 AM Comment: Approved by Randy Barker on 8/12/2019 11:05 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 09-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	5
1. Description:	Desks
1. Condition of Assets:	Working
2. Quantity:	2
2. Description:	Bookcase
2. Condition of Assets:	Working
3. Quantity:	4
3. Description:	2 Drawer File Cabinet
3. Condition of Assets:	Working
4. Quantity:	2
4. Description:	Small 2 Drawer File
4. Condition of Assets:	Working
5. Quantity	3
5. Description	Credenza
5. Condition of Assets	Working
Transferor Department:	District Attorney
Transferor Contact Person:	Grace Frias
Transferor Contact Phone Number:	512-943-1234
Transferor Comments:	Tony Hill picked up these items the mornining of 8-9-19.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Grace Frias 8/9/2019 4:04 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Asset(s) delivered to warehouse on:	8/9/2019
Delivered to warehouse by:	Tony Hill
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Grace Frias on 8/9/2019 4:05 PM Comment: IPlease review the form ID Number 117 for approval. Approved by Kelsey Rollins on 8/9/2019 4:08 PM

Asset Status Change

	Comment: Approved by Randy Barker on 8/12/2019 11:01 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|tmaskunas@wilco.org - 09-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Canon Image Formula Scanner DR-6010C
1. Manufacturer ID #:	FB316861
1. Oracle Asset #:	65257
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Canon Image Formula Scanner DR-6010C
2. Manufacturer ID #:	FB300534
2. Oracle Asset #:	53180
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	Canon Image Formula Scanner DR-6010C
3. Manufacturer ID #:	FB329779
3. Oracle Asset #:	124321
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	Canon Image Formula Scanner DR-6010C
4. Manufacturer ID #:	FB316857
4. Oracle Asset #:	65259
4. Condition of Assets:	Working
5. Quantity	1
5. Description	Canon Image Formula Scanner DR-6010C
5. Manufacturer ID #	FB327758
5. Oracle Asset #	116247
5. Condition of Assets	Working
Transferor Department:	District Clerk
Transferor Contact Person:	Teresa Maskunas
Transferor Contact Phone Number:	512-943-1212
Transferor Comments:	Per conversation between Lisa David and Deanna-IT
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Teresa Maskunas 8/9/2019 2:14 PM

Asset Status Change

Transferee Department	Auction
Transferee Contact Person:	DeAnna Saucedo
Transferee Contact Phone Number:	512-943-1497
Transferee - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Workflow Comments	Asset Status Change Review (Transfer) started by Teresa Maskunas on 8/9/2019 2:15 PM Comment: Please review the form ID Number 115 submission for approval. Approved by Kelsey Rollins on 8/12/2019 3:43 PM Comment: Changed from being transferred to IT to Auction, per DeAnna and Holly. -kr Approved by Randy Barker on 8/13/2019 4:25 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 19-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	HP Laserjet 4100N Printer
1. Manufacturer ID #:	USGNF09929
1. Oracle Asset #:	36523
1. Condition of Assets:	Unknown
Transferor Department:	Emergency Medical Services
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	from EMS Medic II to AUCTION
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 8/23/2019 2:05 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Schultz on 8/21/2019 9:26 AM Comment: IPlease review the form ID Number 131 for approval. Approved by Kelsey Rollins on 8/26/2019 9:45 AM Comment: Approved by Johnny Grimaldo on 8/28/2019 11:23 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|dana.lively@wilco.org - 12-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Dell C1765nf Inket Printer
1. Manufacturer ID #:	RCI519517
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferor Department:	Emergency Services Dept.
Transferor Contact Person:	Dana Lively
Transferor Contact Phone Number:	512-864-8200
Transferor Comments:	Printer is located in the executive conference room at the ESOC and is ready to go to auction.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 8/13/2019 9:49 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Asset(s) delivered to warehouse on:	8/13/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Dana Lively on 8/12/2019 1:44 PM Comment: IPlease review the form ID Number 121 for approval. Approved by Kelsey Rollins on 8/13/2019 3:41 PM Comment: Approved by Randy Barker on 8/13/2019 4:17 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-08-2019
The following asset(s) is (are) considered for: (select one)	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity:	2
1. Description:	File Cabinet
1. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	943-1450
Transferor Comments:	1 off white lateral file cabinet - Russell Fishbeck 1 beige lateral file cabinet - Laurie Connally
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Tony Hill 8/30/2019 9:38 AM
Transferee Department	Parks
Transferee Contact Person:	Russell Fishbeck
Transferee Contact Phone Number:	512-943-1922
Transferee - Elected Official/Department Head/Authorized Staff:	Russell Fishbeck
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✔ Russell Fishbeck 8/28/2019 10:05 AM
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Delivered to warehouse by:	Tony Hill
Workflow Comments	Asset Status Change Review (Transfer) started by Julie Schultz on 8/28/2019 10:06 AM Comment: Please review the form ID Number 146 submission for approval. Approved by Kelsey Rollins on 8/30/2019 9:40 AM Comment: Approved by Johnny Grimaldo on 8/30/2019 10:00 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|jessica.tiedt@wilco.org - 19-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Formax Shredder installed 2013
1. Manufacturer ID #:	11050029S
1. Oracle Asset #:	71044
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	HP Color Laser Jet
2. Manufacturer ID #:	JPDCJC011M, RCI# 3907
2. Oracle Asset #:	182579
2. Condition of Assets:	Unknown
Transferor Department:	Justice of the Peace 4
Transferor Contact Person:	Jessica Tiedt
Transferor Contact Phone Number:	5123524112
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Jessica Tiedt 8/19/2019 2:17 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Asset(s) delivered to warehouse on:	8/16/2019
Delivered to warehouse by:	Tony Hill

Asset Status Change

Title:	i:0#.f|membership|jessica.tiedt@wilco.org - 19-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	U Shaped Desk dark wood
1. Condition of Assets:	Working
2. Quantity:	3
2. Description:	Table (2 large, 1 small)
2. Condition of Assets:	Working
Transferor Department:	Justice of the Peace 4
Transferor Contact Person:	Jessica Tiedt
Transferor Contact Phone Number:	5123524112
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Jessica Tiedt 8/19/2019 2:15 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Asset(s) delivered to warehouse on:	8/16/2019
Delivered to warehouse by:	Tony Hill
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Jessica Tiedt on 8/19/2019 2:16 PM Comment: IPlease review the form ID Number 125 for approval. Approved by Kelsey Rollins on 8/19/2019 3:25 PM Comment: Approved by Randy Barker on 8/23/2019 2:57 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|jmills@wilco.org - 01-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	ENVOY BLACK 4 DRAWER FILE CABINET
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	ANDERSON HICKORY CO. BLACK 4 DRAWER FILE CABINET
2. Condition of Assets:	Working
3. Quantity:	6
3. Description:	HON BLACK 4 DRAWER FILE CABINET
3. Condition of Assets:	Working
4. Quantity:	3
4. Description:	HON GRAY 3 DRAWER FILE CABINET
4. Condition of Assets:	Working
5. Quantity	1
5. Description	HON BLACK 2 DRAWER FILE CABINET (BROKEN)
5. Condition of Assets	Non-Working
Transferor Department:	Juvenile Services
Transferor Contact Person:	Michael Decker
Transferor Contact Phone Number:	5129433231
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 8/7/2019 10:36 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/3/2019
Asset(s) delivered to warehouse on:	8/7/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Judy Mills on 8/7/2019 10:37 AM Comment: IPlease review the form ID Number 105 for approval. Approved by Kelsey Rollins on 8/7/2019 11:46 AM Comment:

Asset Status Change

	Approved by Randy Barker on 8/12/2019 10:04 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 12-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	4
1. Description:	800 MHz Antenna
1. Manufacturer ID #:	Bogner
1. Condition of Assets:	Unknown
2. Quantity:	3
2. Description:	Microwave Antenna
2. Manufacturer ID #:	Radio Waves HPD4-4.7NS
2. Condition of Assets:	Unknown
3. Quantity:	1
3. Description:	Dipole Antenna
3. Manufacturer ID #:	Sinclair
3. Condition of Assets:	Unknown
4. Quantity:	1
4. Description:	Aluminum Networking Rack
4. Manufacturer ID #:	Chatsworth
4. Condition of Assets:	Unknown
5. Quantity	4
5. Description	Microwave Networking Rack
5. Manufacturer ID #	Motorola CM6 HC Series
5. Condition of Assets	Unknown
Transferor Department:	RCS
Transferor Contact Person:	Paul Swisher
Transferor Contact Phone Number:	(512) 943-3695
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 8/19/2019 12:55 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Paul Swisher on 8/19/2019 12:57 PM Comment: IPlease review the form ID Number 119 for approval.

Asset Status Change

	Approved by Kelsey Rollins on 8/19/2019 1:43 PM Comment: Approved by Randy Barker on 8/23/2019 2:47 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|summer.selvera@wilco.org - 12-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Panasonic KX-FL511 Fax Machine
1. Manufacturer ID #:	RCI 5790: 0CAWE382783
1. Oracle Asset #:	not found
1. Condition of Assets:	Working
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
3. Quantity:	7
3. Description:	Dell Monitors
3. Manufacturer ID #:	CN-0C730C-71623-283-9052, CN-0C730C-71623-13H-0071, MX-04F79G-74262-39R-1HJU, ON-ONDMRP-74261-37J-65VU, 7PN9272, G12CPG2, CN-0PM372-72872-7BN-071I
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Transferor Department:	Sheriff's Office
Transferor Contact Person:	Summer Selvera
Transferor Contact Phone Number:	512-943-1312
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 8/13/2019 8:24 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	8/27/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Summer Selvera on 8/12/2019 12:55 PM

Asset Status Change

	Comment: IPlease review the form ID Number 120 for approval. Approved by Kelsey Rollins on 8/14/2019 8:43 AM Comment: Approved by Randy Barker on 8/14/2019 10:32 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|summer.selvera@wilco.org - 21-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Hewlett Packer 4050N -Printer
1. Manufacturer ID #:	USBD008772 // I00021
1. Oracle Asset #:	33451
1. Condition of Assets:	Non-Working
Transferor Department:	Sheriff's Office
Transferor Contact Person:	Summer Selvera
Transferor Contact Phone Number:	512-943-1312
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 8/27/2019 8:57 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Summer Selvera on 8/27/2019 8:58 AM Comment: IPlease review the form ID Number 138 for approval. Approved by Kelsey Rollins on 8/28/2019 8:16 AM Comment: Changed from Destruction to Auction and added SN based on old tag number provided. -kr Approved by Johnny Grimaldo on 8/28/2019 9:58 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 20-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	4 drawer legal file cabinet
1. Manufacturer ID #:	A104172
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	4 drawer legal file cabinet
2. Manufacturer ID #:	A110121
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	4 drawer legal file cabinet
3. Manufacturer ID #:	A110029
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	4 drawer legal file cabinet
4. Manufacturer ID #:	A110036
4. Condition of Assets:	Working
5. Quantity	3
5. Description	4-5 drawer legal file cabinets
5. Condition of Assets	Working
Transferor Department:	Unified Road Systems
Transferor Contact Person:	Kelly Murphy
Transferor Contact Phone Number:	512-943-3331
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeff Ivey 8/20/2019 12:43 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Kelly Murphy on 8/20/2019 12:44 PM Comment: IPlease review the form ID Number 134 for approval.

Asset Status Change

	Approved by Kelsey Rollins on 8/20/2019 12:52 PM Comment: Approved by Randy Barker on 8/23/2019 3:54 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 20-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	2
1. Description:	Bookshelves
1. Condition of Assets:	Non-Working
2. Quantity:	3
2. Description:	Desk parts with keyboard shelf attachment
2. Condition of Assets:	Unknown
3. Quantity:	6
3. Description:	Task chairs
3. Condition of Assets:	Working
Transferor Department:	Unified Road Systems
Transferor Contact Person:	Kelly Murphy
Transferor Contact Phone Number:	512-943-3331
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeff Ivey 8/20/2019 12:43 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Kelly Murphy on 8/20/2019 12:44 PM Comment: IPlease review the form ID Number 135 for approval. Approved by Kelsey Rollins on 8/20/2019 12:53 PM Comment: Approved by Randy Barker on 8/23/2019 3:58 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|kmurphy@wilco.org - 20-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	Desk return
1. Manufacturer ID #:	A111326
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Desk return
2. Manufacturer ID #:	A111360
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	Desk return
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	Misc. metal shelving (disassembled)
4. Condition of Assets:	Unknown
5. Quantity	1
5. Description	Various ethernet cables in recycling bin
5. Condition of Assets	Unknown
Transferor Department:	Unified Road Systems
Transferor Contact Person:	Kelly Murphy
Transferor Contact Phone Number:	512-943-3331
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Jeff Ivey 8/20/2019 12:42 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22660
Asset(s) delivered to warehouse on:	8/23/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Kelly Murphy on 8/20/2019 12:43 PM Comment: IPlease review the form ID Number 133 for approval.

Asset Status Change

	Approved by Kelsey Rollins on 8/20/2019 12:49 PM Comment: Approved by Randy Barker on 8/23/2019 3:49 PM Comment:

Commissioners Court - Regular Session **20.**

Meeting Date: 09/10/2019

Assets for Destruction - Monthly Report August 2019

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 08/01/2019 through 08/31/2019.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction - Monthly Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 12:52 PM
Purchasing (Originator)	Randy Barker	09/05/2019 10:11 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:13 AM
Form Started By: Randy Barker		Started On: 08/23/2019 02:45 PM
Final Approval Date: 09/05/2019		

Williamson County - Destruction for Public Health/Safety

Item	Serial Number	Court date	Quantity	Dept.
HP Printer	CE991A	9/10/2019	1	Animal Services
Dell Printer	01NCHC-72211-394-0007	9/10/2019	1	Animal Services
Desk		9/10/2019	1	Animal Services
Rolling Office Chair		9/10/2019	2	County Clerk
Central Prokee Fuel System	8305 & 8306	9/10/2019	2	Fleet Services

Asset Status Change

Title:	i:0#.f|membership|cschneider@wilco.org - 08-08-2019
The following asset(s) is (are) considered for: (select one)	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	HP Printer
1. Manufacturer ID #:	CE991A
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity:	1
2. Description:	Dell Printer
2. Manufacturer ID #:	O1NCHC-72211-394-0007
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
Transferor Department:	Animal Services
Transferor Contact Person:	Cheryl Schneider
Transferor Contact Phone Number:	512-943-3597
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Cheryl Schneider 8/8/2019 3:05 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Destruction
Commissioner's Court Date:	9/3/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Cheryl Schneider on 8/8/2019 3:06 PM Comment: IPlease review the form ID Number 110 for approval. Approved by Kelsey Rollins on 8/9/2019 8:51 AM Comment: Per Cheryl: both printers are dead according to IT. They have been pilfering parts from one of them. Randy - I'll leave it up to you if you want to leave them as destruction or send them to auction. -kr Approved by Randy Barker on 8/12/2019 11:44 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|cschneider@wilco.org - 08-08-2019
The following asset(s) is (are) considered for: (select one)	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity:	1
1. Description:	desk
1. Manufacturer ID #:	none
1. Condition of Assets:	Non-Working
Transferor Department:	Animal Services
Transferor Contact Person:	Cheryl Schneider
Transferor Contact Phone Number:	512-943-3597
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Cheryl Schneider 8/8/2019 3:03 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Destruction
Commissioner's Court Date:	9/3/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Cheryl Schneider on 8/8/2019 3:04 PM Comment: IPlease review the form ID Number 109 for approval. Approved by Kelsey Rollins on 8/9/2019 8:41 AM Comment: Per Cheryl, desk is held together by duct tape. Approved by Randy Barker on 8/12/2019 11:39 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|becky.pruitt@wilco.org - 29-07-2019
The following asset(s) is (are) considered for: (select one)	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity:	2
1. Description:	Rolling Office Chair
1. Condition of Assets:	Non-Working
Transferor Department:	County Clerk
Transferor Contact Person:	Rebecca Pruitt
Transferor Contact Phone Number:	512-943-1549
Transferor Comments:	Chairs are really old and not all of the arms are connected and they no longer raise up.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Nancy Rister 7/29/2019 5:11 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Destruction
Commissioner's Court Date:	9/3/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Rebecca Pruitt on 7/29/2019 5:12 PM Comment: IPlease review the form ID Number 101 for approval. Approved by Kelsey Rollins on 7/30/2019 8:20 AM Comment: Approved by Randy Barker on 8/12/2019 9:57 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|kevin.teller@wilco.org - 14-08-2019
The following asset(s) is (are) considered for: (select one)	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity:	2
1. Description:	Central Prokee Fuel System
1. Manufacturer ID #:	8305 & 8306
1. Oracle Asset #:	53533
1. Condition of Assets:	Non-Working
Transferor Department:	Fleet Services
Transferor Contact Person:	Kevin Teller
Transferor Contact Phone Number:	512-943-3368
Transferor Comments:	These are the old key readers at Central Maintenace Fuel Site. We are going to strip these units down and keep the working circuit boards as spare parts for our other Prokee dispensers and the vendor will dispose of the scrap as part of the demolition.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Kevin Teller 8/16/2019 3:51 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Pending
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22661
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Kevin Teller on 8/16/2019 3:53 PM Comment: IPlease review the form ID Number 124 for approval. Approved by Kelsey Rollins on 8/16/2019 4:03 PM Comment: Approved by Randy Barker on 8/23/2019 2:50 PM Comment:

Commissioners Court - Regular Session **21.**

Meeting Date: 09/10/2019

ITS Assets for Auction 9.10.19

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including ten (10) Panasonic toughbooks, nine (9) Dell laptops, fifteen (15) Dell desktop computers, and one (1) Surface Pro docking station, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ITS Assets for Auction 9.10.19

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 10:38 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:54 AM
Form Started By: Randy Barker		Started On: 08/23/2019 03:15 PM
Final Approval Date: 09/05/2019		

Asset Status Change

Title:	i:0#.f|membership|tlock@wilco.org - 20-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	PJANASONIC TOUGHBOOK CF-31
1. Manufacturer ID #:	2HTYA85170
1. Oracle Asset #:	65235
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	PANASONIC TOUGHBOOK CF-31
2. Manufacturer ID #:	4DTYA02049
2. Oracle Asset #:	86208
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	PANASONIC TOUGHBOOK CF-31
3. Manufacturer ID #:	2DTYA64475
3. Oracle Asset #:	62642
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	PANASONIC TOUGHBOOK - CF-31
4. Manufacturer ID #:	4DTYA01766
4. Oracle Asset #:	86210
4. Condition of Assets:	Working
5. Quantity	1
5. Description	PANASONIC TOUGHBOOK CF-31
5. Manufacturer ID #	4DTYA01964
5. Oracle Asset #	86209
5. Condition of Assets	Working
Transferor Department:	Constables 3
Transferor Contact Person:	Theresa Lock
Transferor Contact Phone Number:	943-1436
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Theresa Lock 8/20/2019 3:18 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘

Asset Status Change

Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22662
Asset(s) delivered to warehouse on:	8/21/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Theresa Lock on 8/20/2019 3:19 PM Comment: IPlease review the form ID Number 137 for approval. Approved by Kelsey Rollins on 8/20/2019 3:30 PM Comment: Approved by Randy Barker on 8/23/2019 4:06 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|tlock@wilco.org - 20-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	PANASONIC TOUGHBOOK CF - 31
1. Manufacturer ID #:	1HTSA06469
1. Oracle Asset #:	56605
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	PANASONIC TOUGHBOOK CF-31
2. Manufacturer ID #:	1HTSA06658
2. Oracle Asset #:	56606
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	PANASONIC TOUGHBOOK - CF-31
3. Manufacturer ID #:	1KTYA27081
3. Oracle Asset #:	57522
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	PANASONIC TOUGHBOOK - CF-31
4. Manufacturer ID #:	1HTSA07005
4. Oracle Asset #:	56604
4. Condition of Assets:	Working
5. Quantity	1
5. Description	PANASONIC TOUGHBOOK CF-31
5. Manufacturer ID #	4DTYA02027
5. Oracle Asset #	86211
5. Condition of Assets	Working
Transferor Department:	Constables 3
Transferor Contact Person:	Theresa Lock
Transferor Contact Phone Number:	943-1436
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Theresa Lock 8/20/2019 3:13 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘

Asset Status Change

Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22662
Asset(s) delivered to warehouse on:	8/21/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Theresa Lock on 8/20/2019 3:14 PM Comment: IPlease review the form ID Number 136 for approval. Approved by Kelsey Rollins on 8/20/2019 3:21 PM Comment: Approved by Randy Barker on 8/23/2019 4:03 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|jkiley@wilco.org - 30-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Dell Latitude Laptop E740
1. Manufacturer ID #:	5H0WL32
1. Oracle Asset #:	120284
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Dell Optiplex 7040
2. Manufacturer ID #:	DF2M182
2. Oracle Asset #:	148338
2. Condition of Assets:	Working
Transferor Department:	County Auditor
Transferor Contact Person:	Julie Kiley
Transferor Contact Phone Number:	3-1552
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Julie Kiley 8/30/2019 1:35 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22662
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Julie Kiley on 8/30/2019 1:36 PM Comment: IPlease review the form ID Number 159 for approval. Approved by Kelsey Rollins on 8/30/2019 1:53 PM Comment: Approved by Johnny Grimaldo on 8/30/2019 3:25 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 19-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Dell Latitude E6540
1. Manufacturer ID #:	354LL12
1. Oracle Asset #:	93207
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Dell Latitude E6540
2. Manufacturer ID #:	7P2YM12
2. Oracle Asset #:	114239
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	Dell Latitude E6540
3. Manufacturer ID #:	H72YM12
3. Oracle Asset #:	114250
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	Dell Latitude E6540
4. Manufacturer ID #:	GM1BN12
4. Oracle Asset #:	SN not found
4. Condition of Assets:	Working
5. Quantity	1
5. Description	Surface Pro docking station
5. Condition of Assets	Non-Working
Transferor Department:	County Attorney
Transferor Contact Person:	Stephanie Lloyd
Transferor Contact Phone Number:	943-1116
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 8/19/2019 3:33 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019

Asset Status Change

Approved Agenda Item #:	22662
Asset(s) delivered to warehouse on:	8/21/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Stephanie Lloyd on 8/19/2019 3:34 PM Comment: IPlease review the form ID Number 130 for approval. Approved by Kelsey Rollins on 8/19/2019 4:17 PM Comment: Approved by Randy Barker on 8/23/2019 3:28 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 19-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Dell Latitude E6530
1. Manufacturer ID #:	C7HDTY1
1. Oracle Asset #:	77170
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Dell Precision T1700
2. Manufacturer ID #:	8YJ0P22
2. Oracle Asset #:	114258
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	Dell Latitude E6540
3. Manufacturer ID #:	6D17M32
3. Oracle Asset #:	SN not found
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	Dell Latitude E6540
4. Manufacturer ID #:	BN0YM12
4. Oracle Asset #:	114247
4. Condition of Assets:	Working
5. Quantity	1
5. Description	Dell Latitude E6540
5. Manufacturer ID #	JY2YM12
5. Oracle Asset #	114249
5. Condition of Assets	Working
Transferor Department:	County Attorney
Transferor Contact Person:	Stephanie Lloyd
Transferor Contact Phone Number:	943-1116
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 8/19/2019 3:31 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖

Asset Status Change

Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22662
Asset(s) delivered to warehouse on:	8/21/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Stephanie Lloyd on 8/19/2019 3:32 PM Comment: IPlease review the form ID Number 129 for approval. Approved by Kelsey Rollins on 8/19/2019 4:11 PM Comment: Approved by Randy Barker on 8/23/2019 3:24 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|jessica.tiedt@wilco.org - 19-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	3
1. Description:	Dell Optiplex 7050
1. Manufacturer ID #:	7J5T0Q2, 7J4Z0Q2, 4HSVRHK2
1. Oracle Asset #:	211933, 211932, 193761
1. Condition of Assets:	Working
Transferor Department:	Justice of the Peace 4
Transferor Contact Person:	Jessica Tiedt
Transferor Contact Phone Number:	5123524112
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Jessica Tiedt 8/19/2019 2:20 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22262
Asset(s) delivered to warehouse on:	8/21/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Jessica Tiedt on 8/19/2019 2:20 PM Comment: IPlease review the form ID Number 127 for approval. Approved by Kelsey Rollins on 8/19/2019 3:40 PM Comment: Approved by Randy Barker on 8/23/2019 3:14 PM Comment:

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 30-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Dell Optiplex 740 Desktop Computer
1. Manufacturer ID #:	FRWD6J1
1. Oracle Asset #:	49443
1. Condition of Assets:	Working
2. Quantity:	1
2. Description:	Dell Optiplex 740 Desktop Computer
2. Manufacturer ID #:	BQWD6J1
2. Oracle Asset #:	49435
2. Condition of Assets:	Working
3. Quantity:	1
3. Description:	Dell Optiplex 740 Desktop Computer
3. Manufacturer ID #:	CRWD6J1
3. Oracle Asset #:	49442
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	Dell Optiplex 740 Desktop Computer
4. Manufacturer ID #:	CTWD6J1
4. Oracle Asset #:	49419
4. Condition of Assets:	Working
5. Quantity	1
5. Description	Dell Optiplex 780 Desktop Computer
5. Manufacturer ID #	JYW8XL1
5. Oracle Asset #	53800
5. Condition of Assets	Working
Transferor Department:	Juvenile Services
Transferor Contact Person:	Roberto Lopez
Transferor Contact Phone Number:	5129431960
Transferor Comments:	All items will be located in Visitation Room #476, main lobby of the Juvenile Justice Center across from Admin Reception desk.
Transferor - Elected Official/Department	✓

Asset Status Change

Head/Authorized Staff Signature:	John Pelczar 9/3/2019 10:28 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22662
Asset(s) delivered to warehouse on:	9/3/2019
Delivered to warehouse by:	Joshua Henderson
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Roberto Lopez on 8/30/2019 12:59 PM Comment: IPlease review the form ID Number 154 for approval. Approved by Kelsey Rollins on 9/3/2019 3:00 PM Comment: Approved by Johnny Grimaldo on 9/4/2019 8:25 AM Comment:

Asset Status Change

Title:	i:0#.f|membership|summer.selvera@wilco.org - 12-08-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	IT Asset
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
2. Quantity:	4
2. Description:	Dell Optiplex 7010
2. Manufacturer ID #:	BJWQ921, CRTQ921, CRSS921, CRRQ921
2. Oracle Asset #:	76164, 76168, 76174, 76166
2. Condition of Assets:	Working
3. Quantity:	7
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
4. Quantity:	1
4. Description:	Dell Optiplex 790
4. Manufacturer ID #:	9V4QZQ1
4. Oracle Asset #:	56583
4. Condition of Assets:	Working
Transferor Department:	Sheriff's Office
Transferor Contact Person:	Summer Selvera
Transferor Contact Phone Number:	512-943-1312
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tim Ryle 8/13/2019 8:24 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Commissioner's Court Date:	8/27/2019
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Summer Selvera on 8/12/2019 12:55 PM

Asset Status Change

	Comment: IPlease review the form ID Number 120 for approval. Approved by Kelsey Rollins on 8/14/2019 8:43 AM Comment: Approved by Randy Barker on 8/14/2019 10:32 AM Comment:

Commissioners Court - Regular Session **22.**

Meeting Date: 09/10/2019

ILA with City of Granger for sale of generator

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Agreement between the City of Granger and Williamson County for the sale of a surplus Gillette SPD-320 generator in accordance with Tx. Local Gov't Code 263.152.(a)(1).

Background

Williamson County is willing to provide one (1) used, well-maintained and operable surplus generator to the City of Granger at a fair rate not to exceed $3,776.00. Sale condition of generator is "AS IS" with no warranties of any kind. Depreciable value determined by County Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA with City of Granger

Asset Status Change Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 10:42 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:55 AM
Form Started By: Randy Barker		Started On: 08/27/2019 03:35 PM
Final Approval Date: 09/05/2019		

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF GRANGER, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS EQUIPMENT

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Granger, Texas** (hereinafter "City"), acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement 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 may terminate pursuant to paragraph 3 below if a sale is not completed.

2. Sale of Surplus Equipment

The County agrees to sell a used/surplus Gillette SPD-3230 generator serial #21348 (hereinafter "the equipment") **AS IS** with no warranties of any kind to the City for the sum of **$3,776.00** (fair market value) made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

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 City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to 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.

It is understood and agreed that City shall be responsible for pick up and transportation costs to receive the equipment.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, The City will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Williamson County Constable Precinct 4
Address: 412 Vance St., #3
Taylor, TX 76574
Phone: (512) 352-4181
Email: brian.olson@wilco.org

If to City of Granger:
Name:
Title:
Address: 214 W. Davilla St.
Granger, TX 76530
Phone: (512) 859-2755
Email:

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

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

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

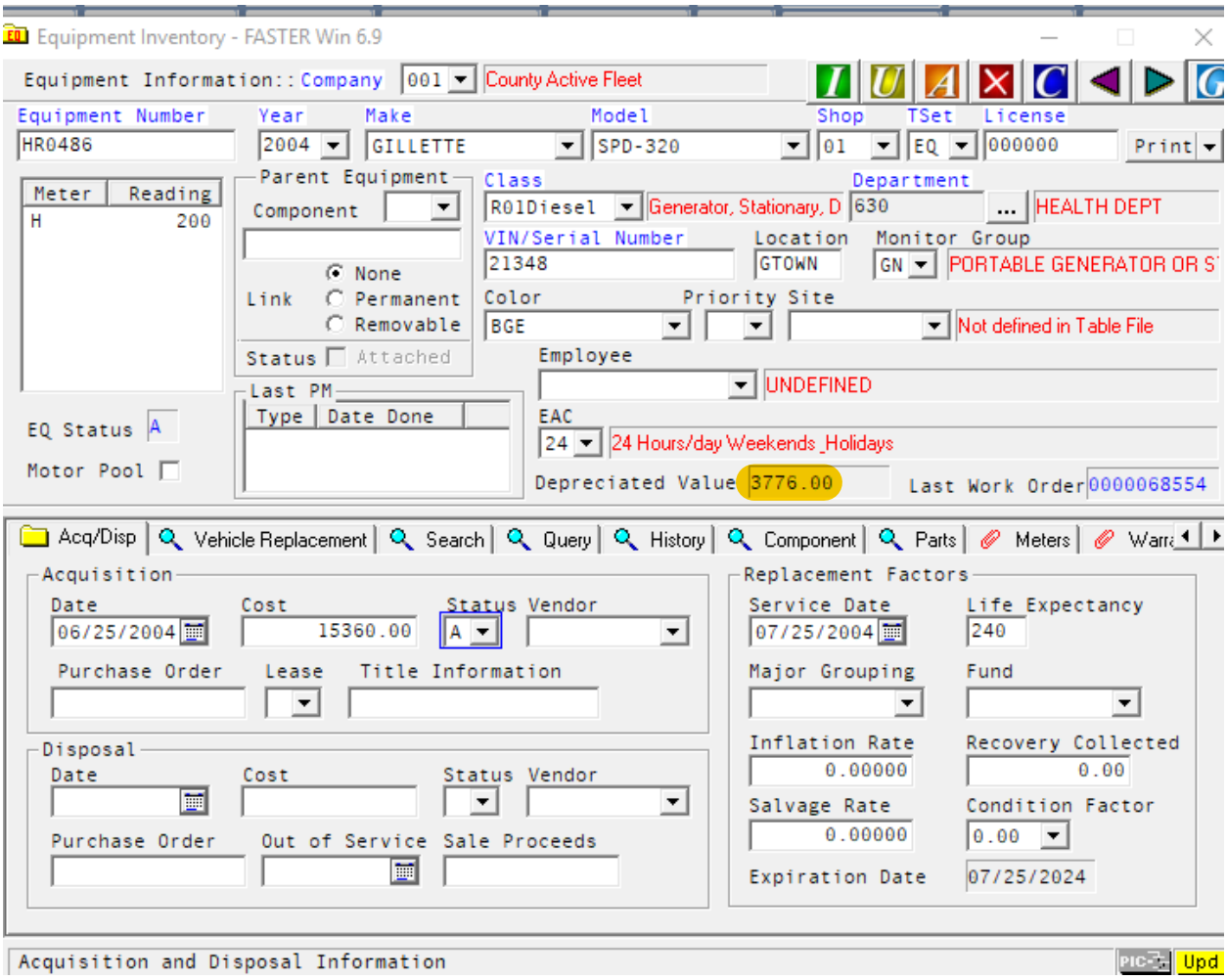
By: _____ **Date:** _____
County Judge

CITY OF GRANGER

By: _____ **Date:** 9-5-19
Authorized City Representative

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 04-09-2019
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity:	1
1. Description:	GILLETTE DIESEL GENERATOR 30KW
1. Manufacturer ID #:	SPD32032-AHZ-201
1. Oracle Asset #:	not found
1. Condition of Assets:	Working
Transferor Department:	Building Maintenance
Transferor Contact Person:	Gina Wrehsnig
Transferor Contact Phone Number:	512-943-1599
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 9/4/2019 12:05 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	SALE to a government entity/civil or charitable organization in the county at fair market value
Commissioner's Court Date:	9/10/2019
Approved Agenda Item #:	22668
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Gina Wrehsnig on 9/4/2019 12:07 PM Comment: IPlease review the form ID Number 164 for approval. Approved by Kelsey Rollins on 9/4/2019 12:15 PM Comment: Approved by Randy Barker on 9/4/2019 1:17 PM Comment:


Equipment Inventory - FASTER Win 6.9
Equipment Information:: Company
001
County Active Fleet
Equipment Number
HR0486
Year
2004
Make
GILLETTE
Model
SPD-320
Shop
01
TSet
EQ
License
000000
Print
Meter
Reading
H
200
Parent Equipment
Component
Link
None
Permanent
Removable
Status
Attached
Class
R01Diesel
Generator, Stationary, D
Department
630
HEALTH DEPT
VIN/Serial Number
21348
Location
GTOWN
Monitor Group
GN
PORTABLE GENERATOR OR S
Color
BGE
Priority
Site
Not defined in Table File
Employee
UNDEFINED
Last PM
Type
Date Done
EAC
24
24 Hours/day Weekends _Holidays
EQ Status
A
Motor Pool
Depreciated Value
3776.00
Last Work Order
0000068554
Acq/Disp
Vehicle Replacement
Search
Query
History
Component
Parts
Meters
Acquisition
Date
06/25/2004
Cost
15360.00
Status
A
Vendor
Purchase Order
Lease
Title Information
Disposal
Date
Cost
Status
Vendor
Purchase Order
Out of Service
Sale Proceeds
Replacement Factors
Service Date
07/25/2004
Life Expectancy
240
Major Grouping
Fund
Inflation Rate
0.00000
Recovery Collected
0.00
Salvage Rate
0.00000
Condition Factor
0.00
Expiration Date
07/25/2024
Acquisition and Disposal Information
Upd

Commissioners Court - Regular Session **23.**

Meeting Date: 09/10/2019

VE Assets for Auction 9.10.19

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including five (5) Chevy Tahoes, one (1) Ford Crown Victoria, one (1) Ford Explorer, and one (1) Ford F350, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VE Assets for Auction 9.10.19

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 10:28 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:31 AM
Form Started By: Randy Barker		Started On: 08/28/2019 09:48 AM
Final Approval Date: 09/05/2019		

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	552 - Constable Pct 2
County VIN/Serial Number	1GNLC2E05BR275152
Equipment/Door Number	2B1135
License Plate	1110306
Year	2011
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Mileage - 152363, Runs
Elected Official/Department Head/Authorized Staff Digital Signature	✔ James Thomas 8/7/2019 2:55 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/14/2019 10:43 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/19/2019 1:48 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Hillary McCoy 8/27/2019 1:37 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Randy Barker 8/28/2019 11:06 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	552 - Constable Pct 2
County VIN/Serial Number	1GNLC2E04CR288279
Equipment/Door Number	2B1241
License Plate	1137035
Year	2012
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Mileage - 129802, Runs
Elected Official/Department Head/Authorized Staff Digital Signature	✔ James Thomas 8/7/2019 2:59 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/14/2019 10:39 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/19/2019 1:49 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Hillary McCoy 8/27/2019 1:34 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Randy Barker 8/28/2019 11:12 AM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	552 - Constable Pct 2
County VIN/Serial Number	1GNLC2EC4FR253059
Equipment/Door Number	2B1523
License Plate	1195758
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Mileage - 124529, Runs
Elected Official/Department Head/Authorized Staff Digital Signature	✔ James Thomas 8/7/2019 3:03 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/12/2019 3:49 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/19/2019 1:51 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Hillary McCoy 8/27/2019 1:32 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Randy Barker 8/28/2019 11:15 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	553 - Constable Pct 3
County VIN/Serial Number	1GNLC2E09BR234460
Equipment/Door Number	3B1151
License Plate	CK1-F879
Year	2011
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	97,500
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Theresa Lock 8/1/2019 9:51 AM
Department Transfer	
Receiving Department Signature	✖
Budget Office Signature Acknowledgement	✖
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/2/2019 12:53 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/19/2019 1:40 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Hillary McCoy 8/27/2019 1:40 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Randy Barker 8/28/2019 10:40 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	553 - Constable Pct 3
County VIN/Serial Number	1GNSK2E02BR234685
Equipment/Door Number	3B1141
License Plate	DR8-Y233
Year	2011
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	Mileage - Age
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Theresa Lock 8/6/2019 8:28 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/6/2019 3:44 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/19/2019 1:42 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Hillary McCoy 8/27/2019 1:42 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Randy Barker 8/28/2019 10:59 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	552 - Constable Pct 2
County VIN/Serial Number	2FAFP71W65X123611
Equipment/Door Number	2A0501
License Plate	1309545
Year	2005
Make	Ford
Model	Crown Victoria
Comments (mileage, mechanical issues, other info)	Runs, Paint Peeling
Elected Official/Department Head/Authorized Staff Digital Signature	✔ James Thomas 8/7/2019 9:46 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/7/2019 1:10 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/19/2019 1:47 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Hillary McCoy 8/27/2019 1:35 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Randy Barker 8/28/2019 11:03 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	553 - Constable Pct 3
County VIN/Serial Number	1FM5K8AR8DGA18346
Equipment/Door Number	3B1307
License Plate	BBD-2400
Year	2013
Make	FORD
Model	EXPLORER
Comments (mileage, mechanical issues, other info)	MILEAGE - AGE
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Theresa Lock 8/6/2019 8:32 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/6/2019 9:20 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/19/2019 1:43 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Hillary McCoy 8/27/2019 1:39 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Randy Barker 8/28/2019 10:36 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	581 - 911 Communications
County VIN/Serial Number	1FTWW33P64EC87355
Equipment/Door Number	9B0402
License Plate	1110264
Year	2004
Make	FORD
Model	F-350
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Ken Malgren 8/5/2019 12:25 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 8/5/2019 1:17 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 8/19/2019 1:45 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Hillary McCoy 8/27/2019 1:38 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Randy Barker 8/28/2019 10:43 AM

Commissioners Court - Regular Session **24.**

Meeting Date: 09/10/2019

Property Tax Refunds – Over 2500 – Thru 09/05/2019

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 refunds over $2,500.00 thru 09/05/2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

082319-090519 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:47 AM
Form Started By: Renee Clark		Started On: 09/05/2019 10:08 AM
Final Approval Date: 09/05/2019		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: September 5, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of September 5, 2019

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	09/05/2019	72401	BAROS, LINDA LEANN	R483378 - Escrow Refund	-8,020.21
Check	09/05/2019	72402	GOLDEN, CAROLYN LOUISE	R066116 - Escrow Refund	-4,029.41
Total Refunds Payable - Taxpayers					-12,049.62
TOTAL					**-12,049.62**

Commissioners Court - Regular Session **25.**

Meeting Date: 09/10/2019

ESD 12 Board Appointment

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 Feliza Conway filling the unexpired term of Anthony (Tony) Clark for Place #3 on Emergency Services District (ESD) #12 Board of Directors, effective immediately and ending on December 31, 2019 at the end of the term.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bio Feliza Conway

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/28/2019 01:36 PM
Form Started By: Kathy Pierce		Started On: 08/28/2019 11:57 AM
Final Approval Date: 08/28/2019		

Feliza Conway

Feliza is employed by Hill County Christian School and is an active member of her community. She is a Registered Nurse, who has maintained her license but is not currently working in the medical profession. She and her husband Craig have lived in Williamson County for twenty-four years, twenty of which have been at their current residence within ESD #12. Feliza and Craig have two college age sons, ages 18 and 20. When not working or spending time with her family, Feliza enjoys volunteering at her church and has enjoyed volunteering for Habitat for Humanity.

Commissioners Court - Regular Session **26.**

Meeting Date: 09/10/2019

Austin Materials Vehicle Usage 2019 - 2020

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the renewal of the Austin Materials, Vehicle Usage Agreement for Pct. 3 Constable and authorize County Judge to sign all related documentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Austin Materials 2020

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/03/2019 03:22 PM
County Judge Exec Asst.	Andrea Schiele	09/03/2019 04:21 PM
Form Started By: Theresa Lock		Started On: 09/03/2019 02:14 PM
Final Approval Date: 09/03/2019		

STATE OF TEXAS		VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NONGOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NONGOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NONGOVERNMENTAL ORGANIZATION
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NONGOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. The beginning of DEPUTIES contracting with the NONGOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per

occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2019 and shall terminate on September 30, 2020. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work. [1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of $12.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION'S fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.
COUNTY. Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301 Georgetown. Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that is shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code 152.01 1.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Austin Materials, LLC

Signature: _____

Printed Name: Alex Flores

Title: Construction Manager

Date: August 13, 2019

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Constable - Pct. 3

Printed Name of Official: Kevin Stofle

Signature of Official: Kevin Stofle

Date: August 19, 2019

Address of Office: 100 Wilco Way

Georgetown, Tx. 78626

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: _____

Printed Name of Official: _____

Signature of Official: _____

Date: _____, 20___

Address of Office: _____

_____

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Bill Gravell Jr.

Williamson County Judge & Presiding Officer, Williamson County Commissioners Court

710 Main Street, Suite 105

Georgetown, Texas 78626

Commissioners Court - Regular Session **27.**

Meeting Date: 09/10/2019

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Jack W. Hughes) who passed away in J.P., Pct. 4 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	09/03/2019 03:00 PM
Form Started By: Melissa Goins		Started On: 09/03/2019 11:48 AM
Final Approval Date: 09/03/2019		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (Jack W. Hughes)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Jack W. Hughes (SSN xxx-xx-7789) passed away on August 20, 2019 at the age of 70 in Justice of the Peace, Pct. 4 of Williamson County, Texas while admitted in Seton Medical Center Williamson, 201 Seton Pkwy, Round Rock, TX 78665.

The Court finds that there have been numerous attempts and investigation to obtain information regarding next of kin. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin. Based on the lack of or the actions or failure to respond of next of kin, the deceased's body has become abandoned.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas

Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of September, 2019.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **28.**

Meeting Date: 09/10/2019

Authorize Issuance of 2108 RFP Haz Mat Billing Software

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Haz Mat Billing Software, under RFP #2108.

Background

Williamson County is soliciting proposals from firms interested in providing Haz Mat billing software for the county to utilize. This will allow the department to track equipment and supplies used on a HazMat incident and to quickly submit the bill to the responsible party so the department can receive reimbursement to help recover costs incurred by the County. The point of contact is Marty Herrin and Funding Source: N/A as this is a revenue generating account.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:44 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:24 AM
Form Started By: Johnny Grimaldo		Started On: 09/05/2019 09:23 AM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **29.**

Meeting Date: 09/10/2019

Authorize Issuance of 2138 IFB CR 101 Construction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 101 Construction, under IFB #2138.

Background

Williamson County is seeking qualified contractors to construct 3.8 miles of roadway consisting of grading, flexible base, asphalt pavement, two (2) bridges, signing, concrete culverts, and pavement markings. The point of contact is HNTB and Funding Source: P269.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 10:13 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:24 AM
Form Started By: Johnny Grimaldo		Started On: 09/05/2019 09:56 AM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **30.**

Meeting Date: 09/10/2019

Award 1907-331 IFB CR 279 Stabilizing, Milling, and Overlay

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB 1907-331 CR 279 Stabilizing, Milling, and Overlay, to Smith Contracting, and authorizing the purchase.

Background

Williamson County received 5 bids and the IFB was viewed by 42 suppliers. The Contractor's low bid is $46,482.60 below the Engineer's Estimate, a cost decrease of 4.7%. In addition to meeting the bid qualifications subject to being low bidder, Smith Contracting Co., Inc has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $986,624.94 and previous work experience the county engineer recommends award for the CR 279 stabilizing, milling and overlay to Smith Contracting Co., INC. HNTB is the point of Contact and P241, Road Bonds will be utilized.
Kon Kwon is the point of Contact and Funding Source line item 3599 was approved for FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet for 1907-331

Tabulation Packet 1907-331

Recommendation Letter 1907-331

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:43 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:06 AM
Form Started By: Johnny Grimaldo		Started On: 09/05/2019 09:06 AM
Final Approval Date: 09/05/2019		

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 Purchasing Specialist III 512-**943**-1553 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** **Attendance is optional** **Location: Department of Infrastructure** **Williamson County Road & Bridge** **3151 S.E. Inner Loop, Suite B** **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,						
Residue, %	Procedure B	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

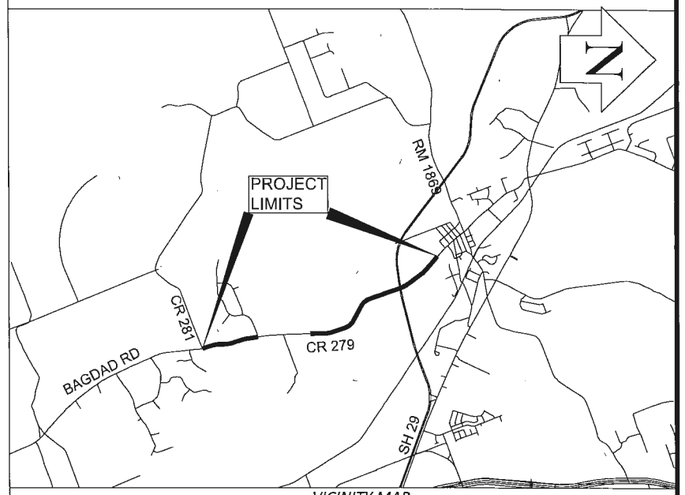
STA 13+31.32 TO STA 46+54.74
STA 69+56.48 TO STA 159+26.50

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

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

DESIGNED BY:

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

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

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

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

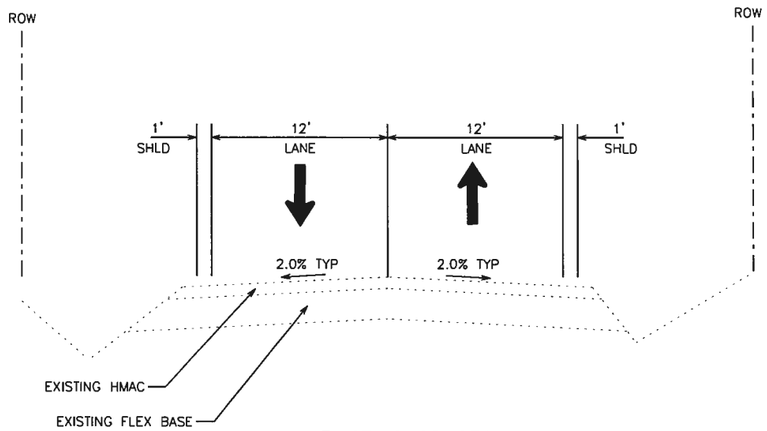
CR 279
ESTIMATE OF QUANTITIES SUMMARY

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

CR279_QTY.dgn 9:34:53 AM
7/2/2019



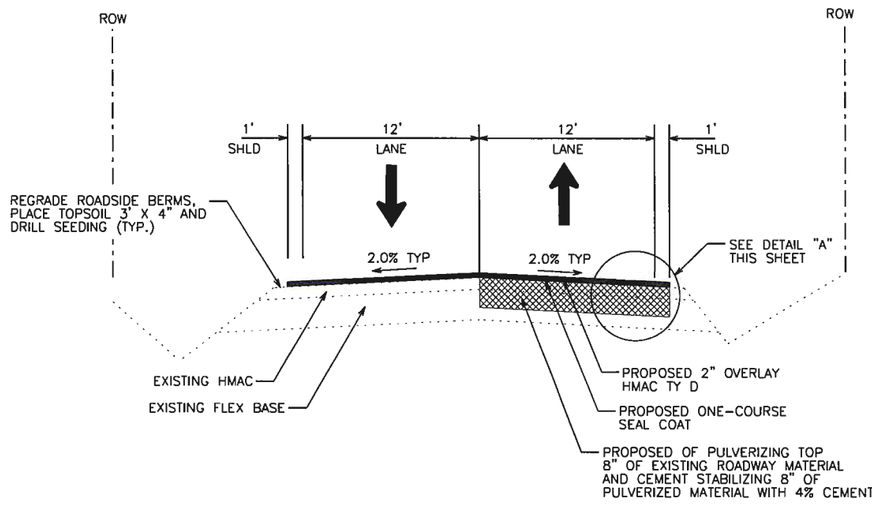
EXISTING CR 279
TYPICAL SECTION
N.T.S.

SEQUENCE OF CONSTRUCTION:

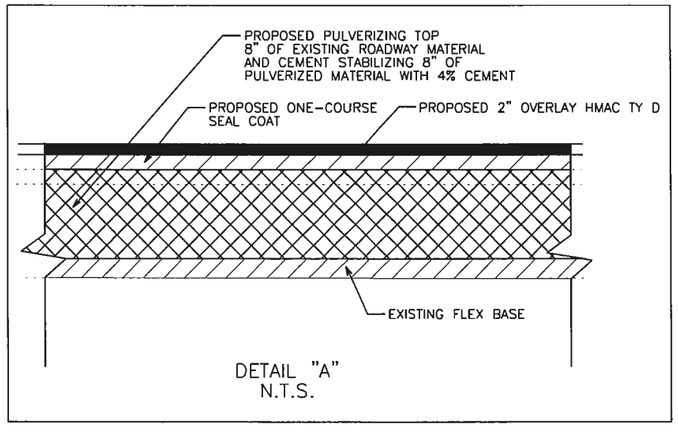
1. ESTABLISH EXISTING ROADWAY GRADE/CROSS SECTION ELEVEATIONS.
2. PULVERIZE AND STABILIZE THE TOP 8" OF EXISTING ROAWAY MATERIAL WITH 4% CEMENT (DENSITY CONTROL).
3. RESHAPE ROADWAY GRADE/CROSS SECTION TO MATCH THE EXISTING ELEVATIONS.
4. MILL BUTT JOINT ON ROADWAYS, INTERSECTION AND DRIVEWAYS.
5. PLACE 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.

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

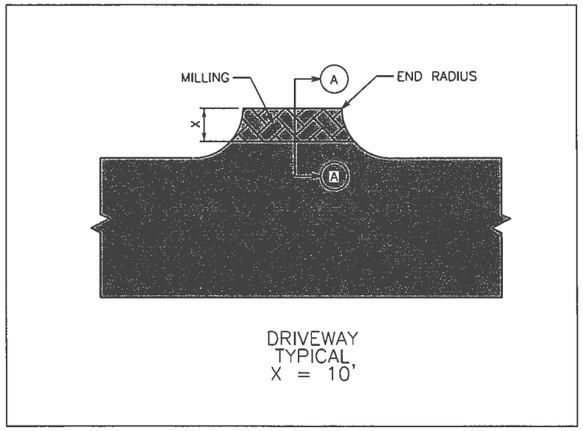
CR 279
TYPICAL SECTION

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

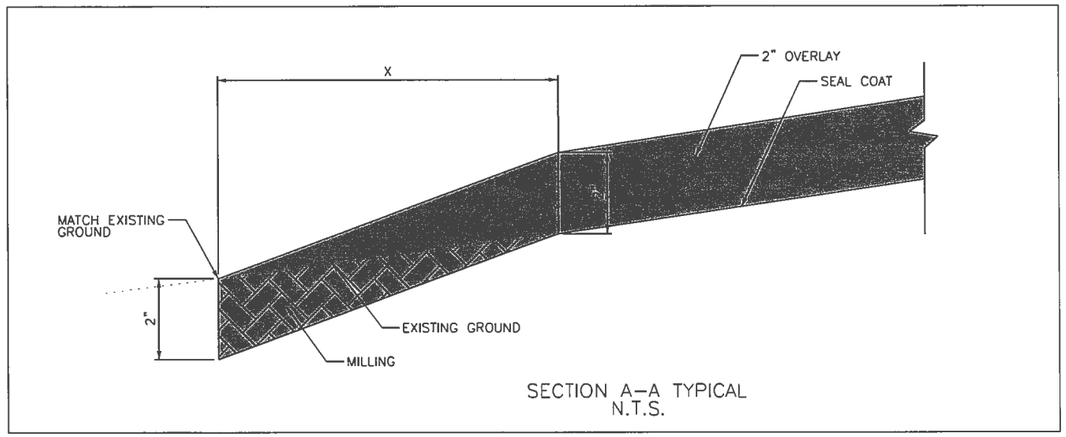
3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

SHEET NO. 3

CR279_TYPSEC.dgn
7/2/2019 9:36:31 AM



DRIVEWAY
TYPICAL
X = 10'



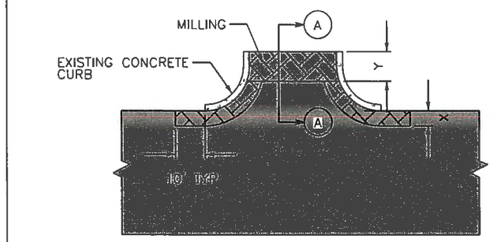
SECTION A–A TYPICAL
N.T.S.

LEGEND

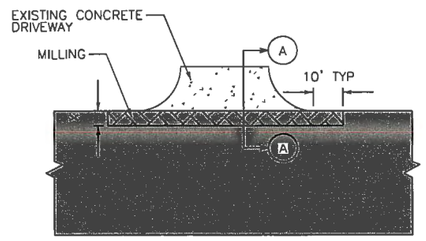
UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE



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



CONCRETE DRIVEWAY TYPICAL
X = 5'

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
MISCELLANEOUS DETAILS

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

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

SHEET NO. 4

CR279_DETAIL.dgn
7/2/2019 9:37:41 AM



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

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

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.

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
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 6

CR279_PLAN06.dgn 10:25:18 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
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 7

CR279_PLAN07.dgn 10:26:16 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
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

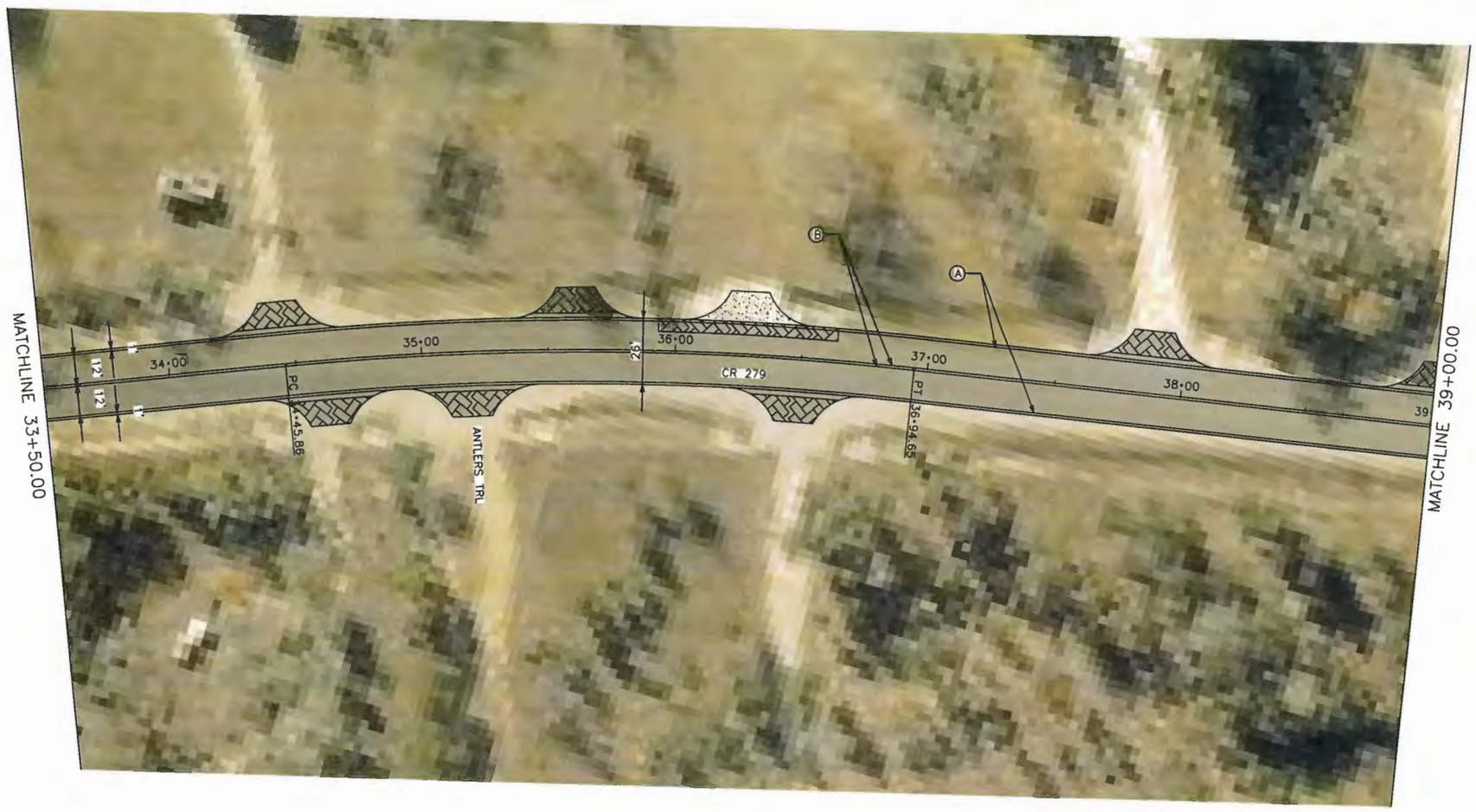
NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

Designed:	KQK	3151 S.E. INNER LOOP GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	SHEET NO. 8
Checked:	KQK		
Drawn:	KQK		
Checked:	KQK		

CR279_PLAN08.dgn 7/2/2019 10:27:53 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.

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
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 9

CR279_PLAN09.dgn 10:29:01 AM
7/2/2019



N

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
90584
LICENSED
PROFESSIONAL ENGINEER

07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 10

CR279_PLAN10.dgn 10:30:12 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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

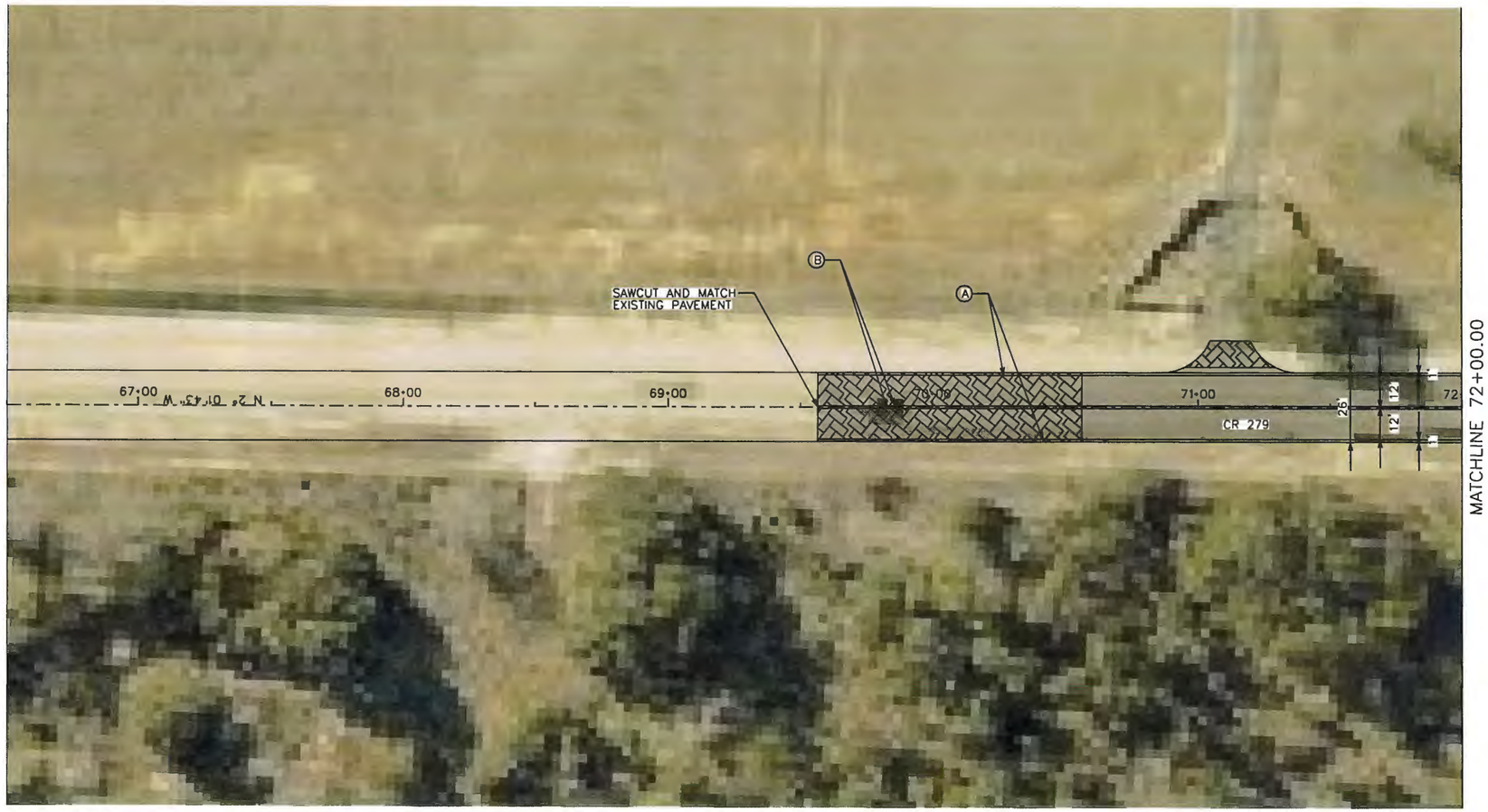
CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 11

CR279_PLAN11.dgn 10:31:16 AM
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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

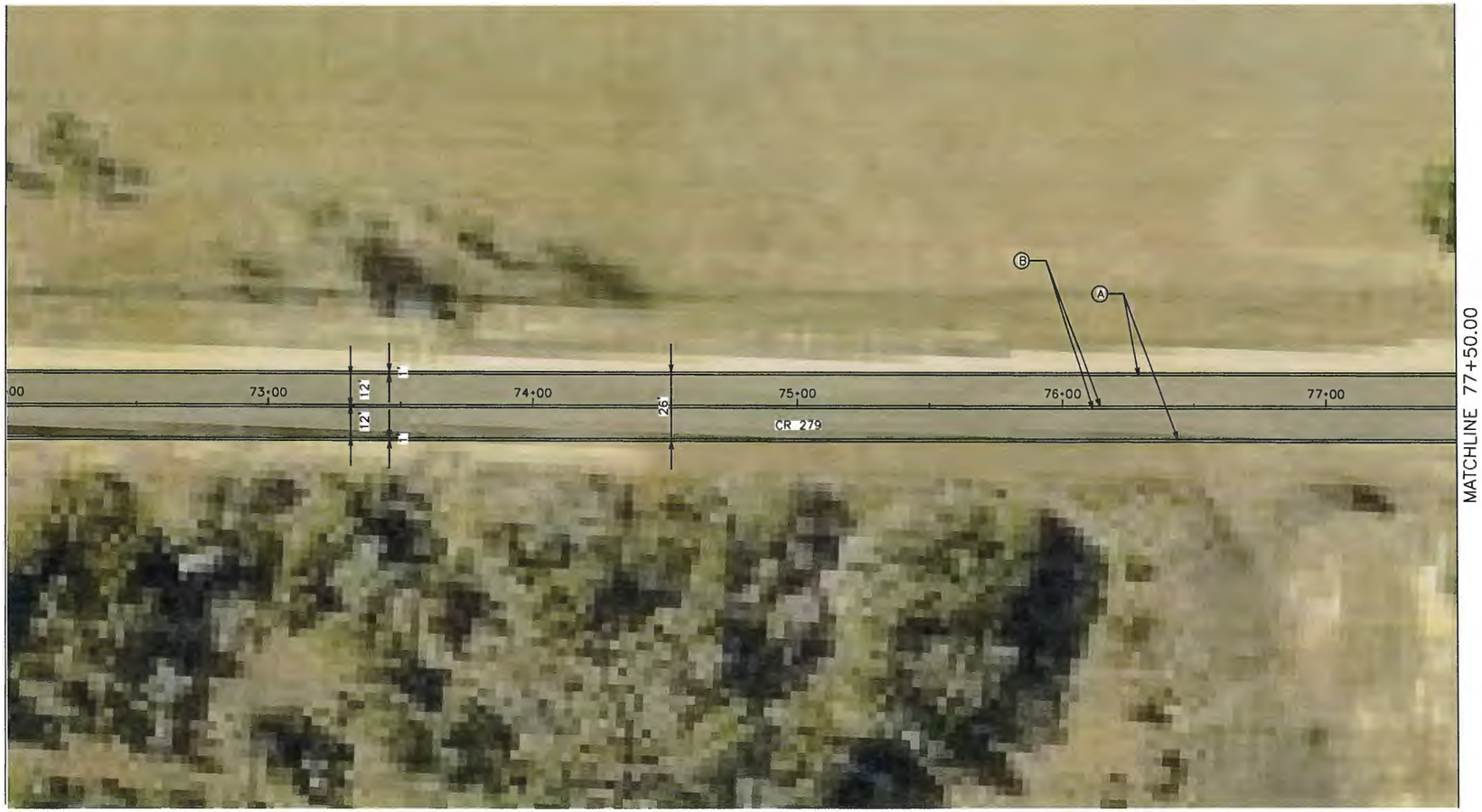
CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 12

CR279_PLAN12.dgn 10:37:32 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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

07/02/2019

NO.	REVISION	BY	DATE

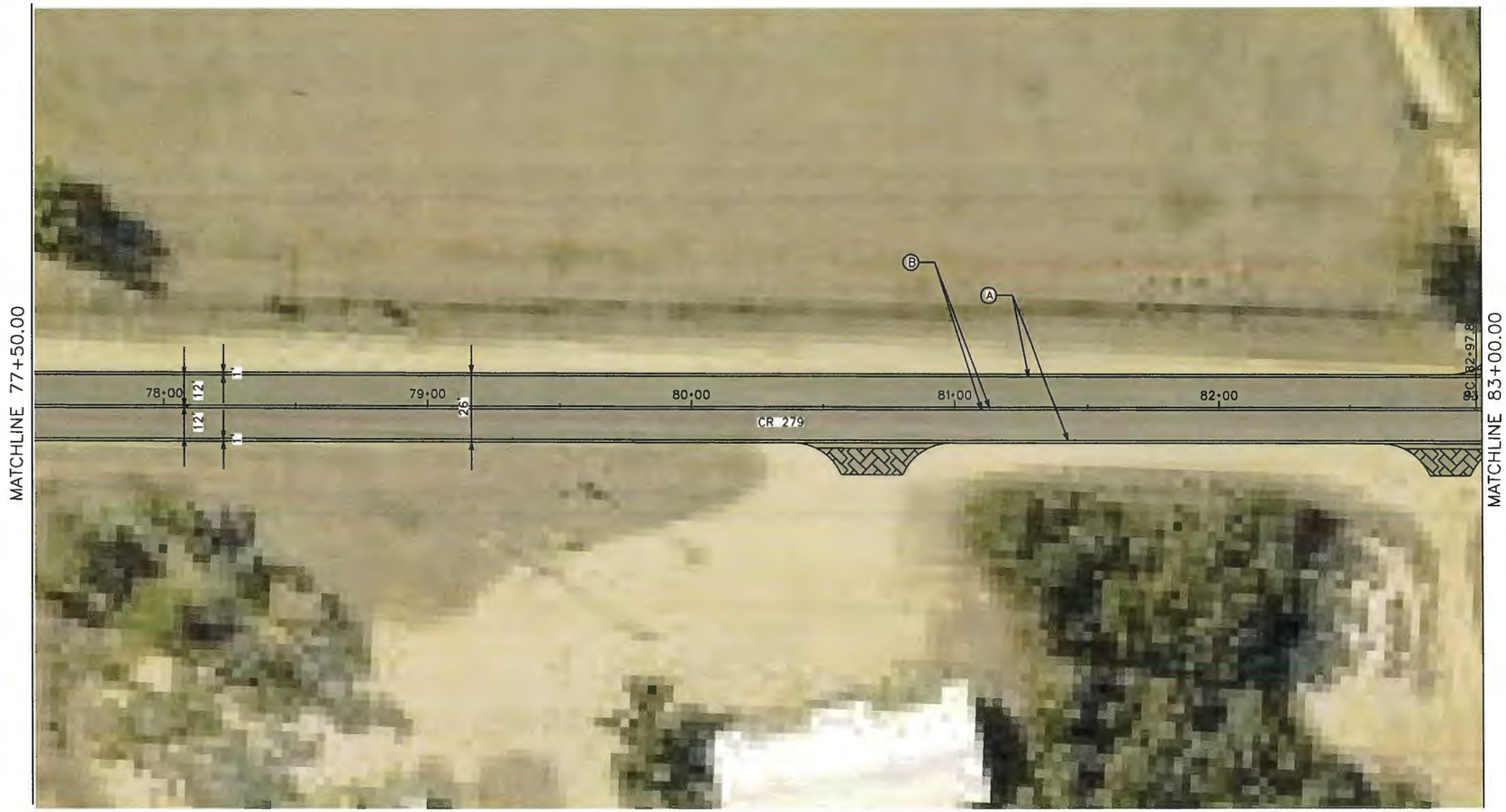
WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

Designed: KQK	3151 S.E. INNER LOOP GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	SHEET NO. 13
Checked: KQK		
Drawn: KQK		
Checked: KQK		

CR279_PLAN13.dgn 10:55:22 AM
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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

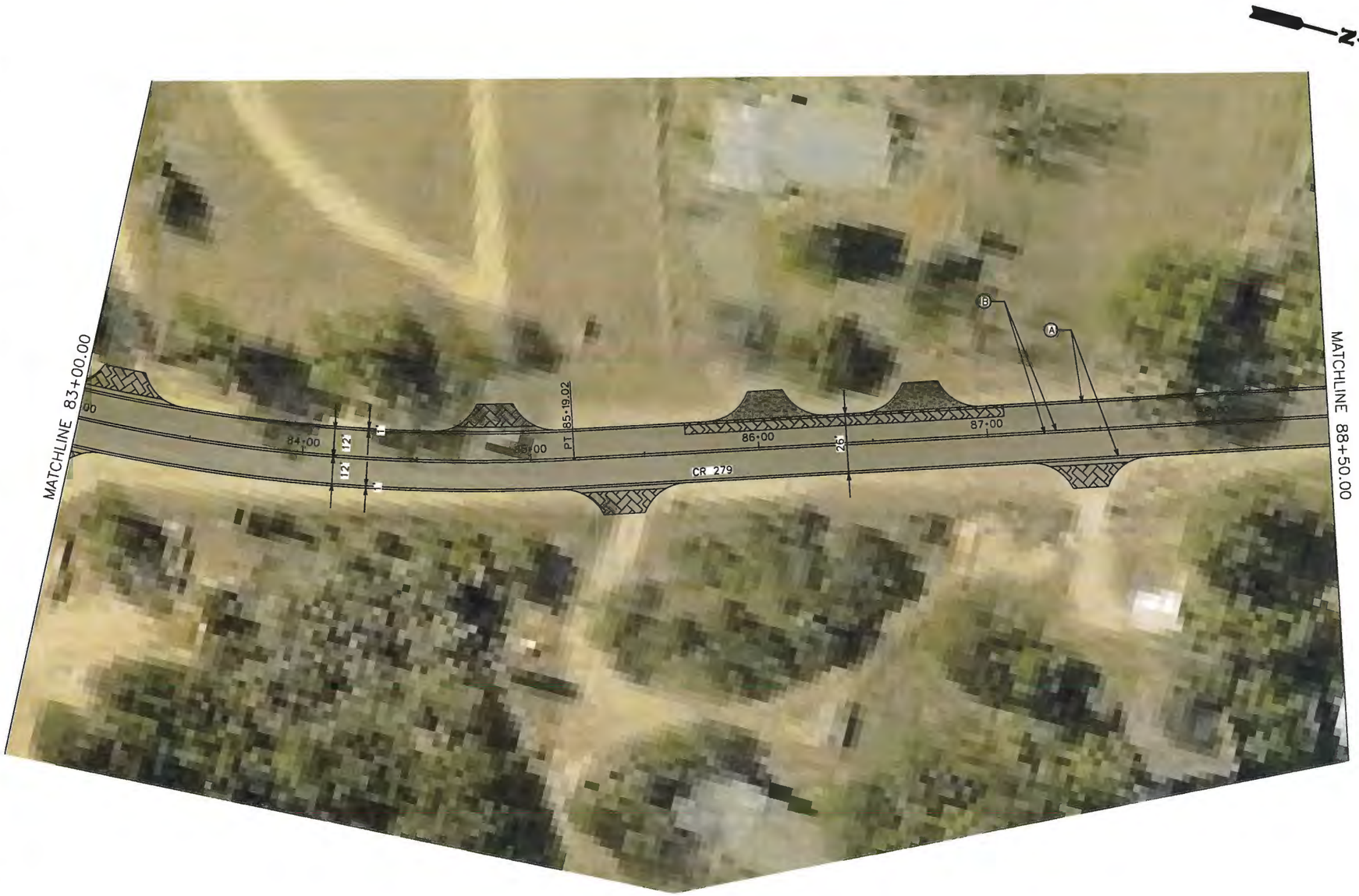
CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 14

CR279_PLAN14.dgn 10:47:56 AM
7/2/2019



N

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
90584
LICENSED
PROFESSIONAL ENGINEER

07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 15

CR279_PLAN15.dgn 11:09:39 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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 16

CR279_PLAN16.dgn 7/2/2019 11:10:39 AM



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
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 17

CR279_PLAN17.dgn 11:11:35 AM
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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 18

CR279_PLAN18.dgn 11:12:28 AM
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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

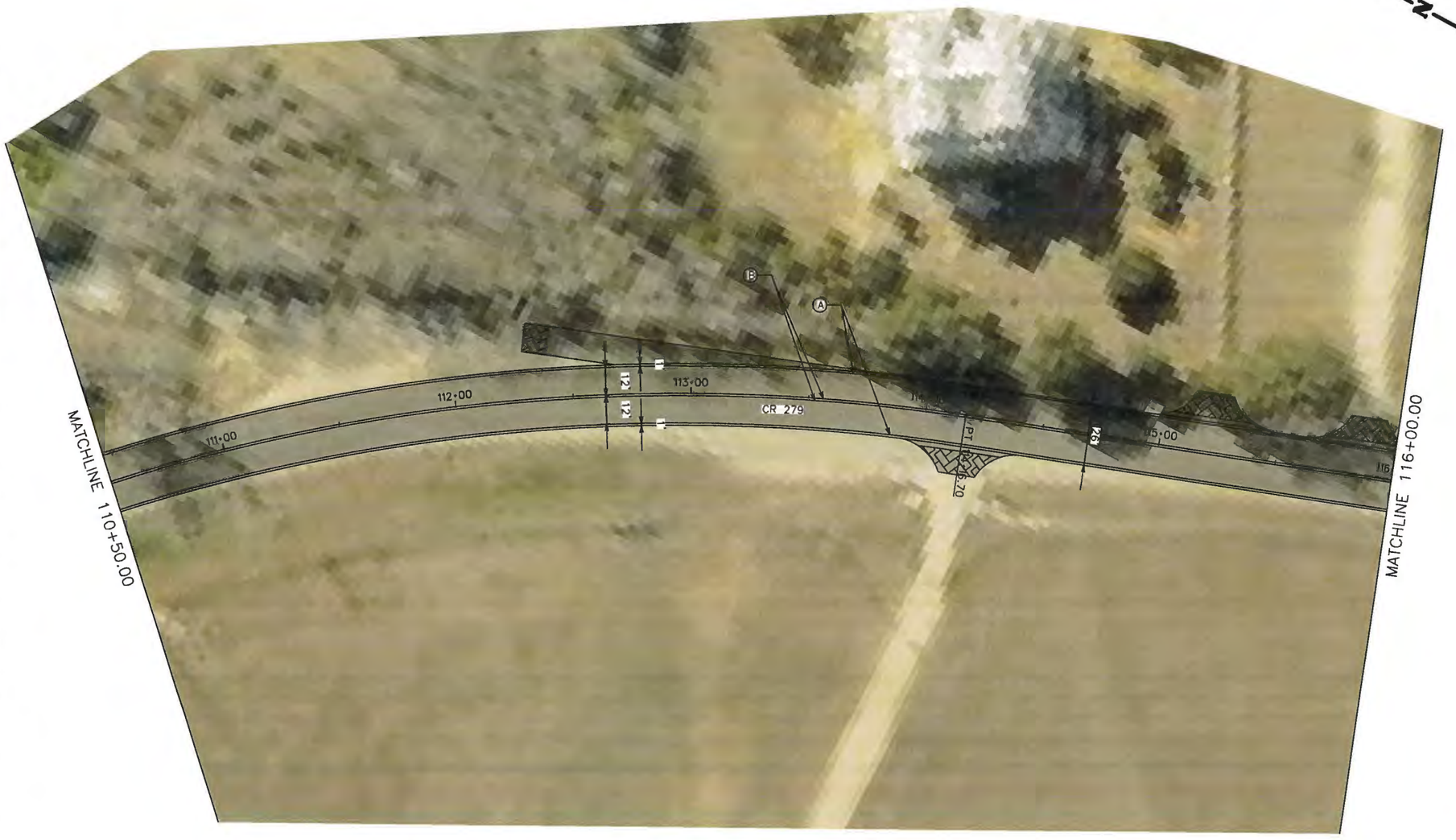
CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 19

CR279_PLAN19.dgn 11:13:43 AM
7/2/2019



25 12.5 0 25 50
SCALE FEET

N

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
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

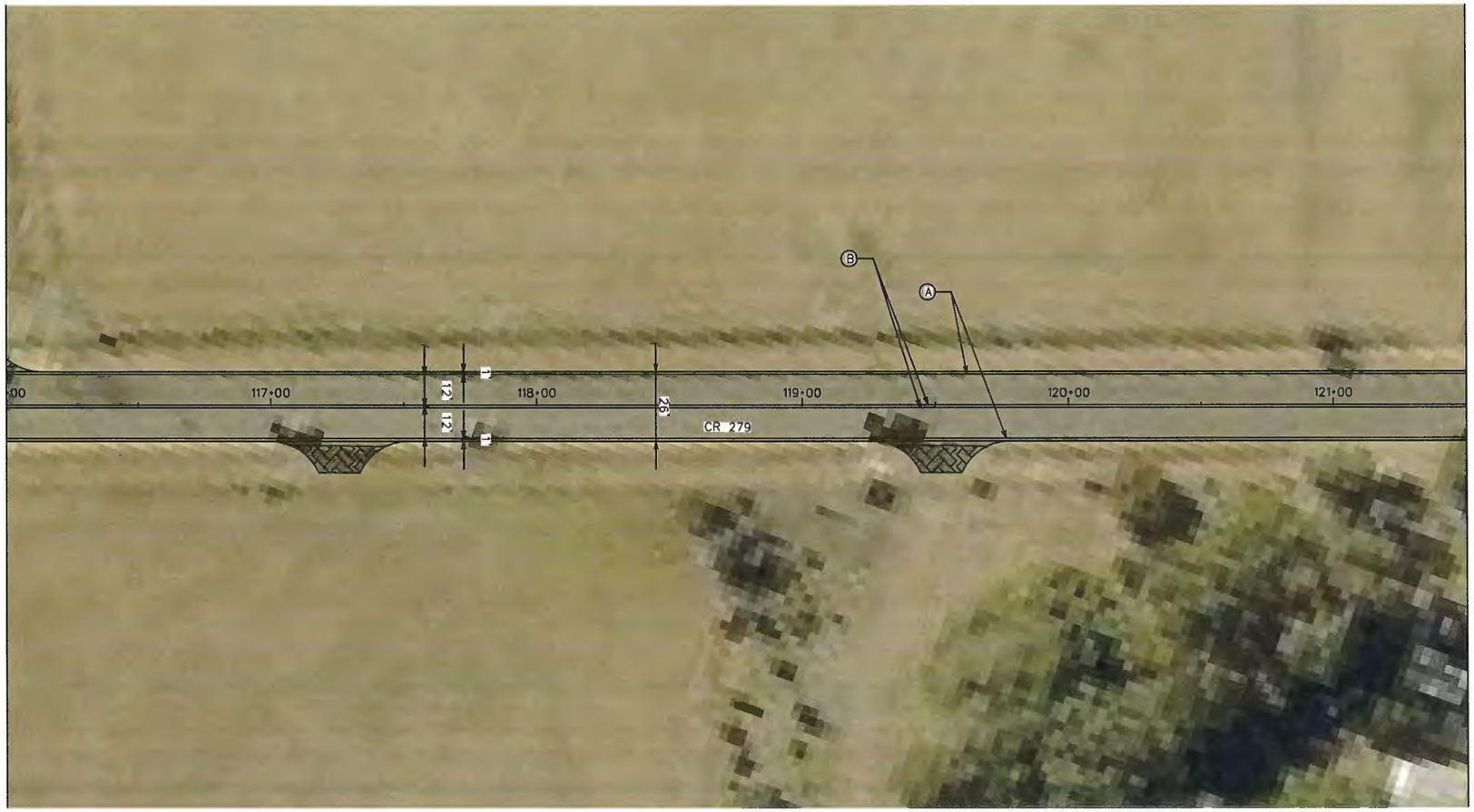
CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 20

CR279_PLAN20.dgn 11:14:49 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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

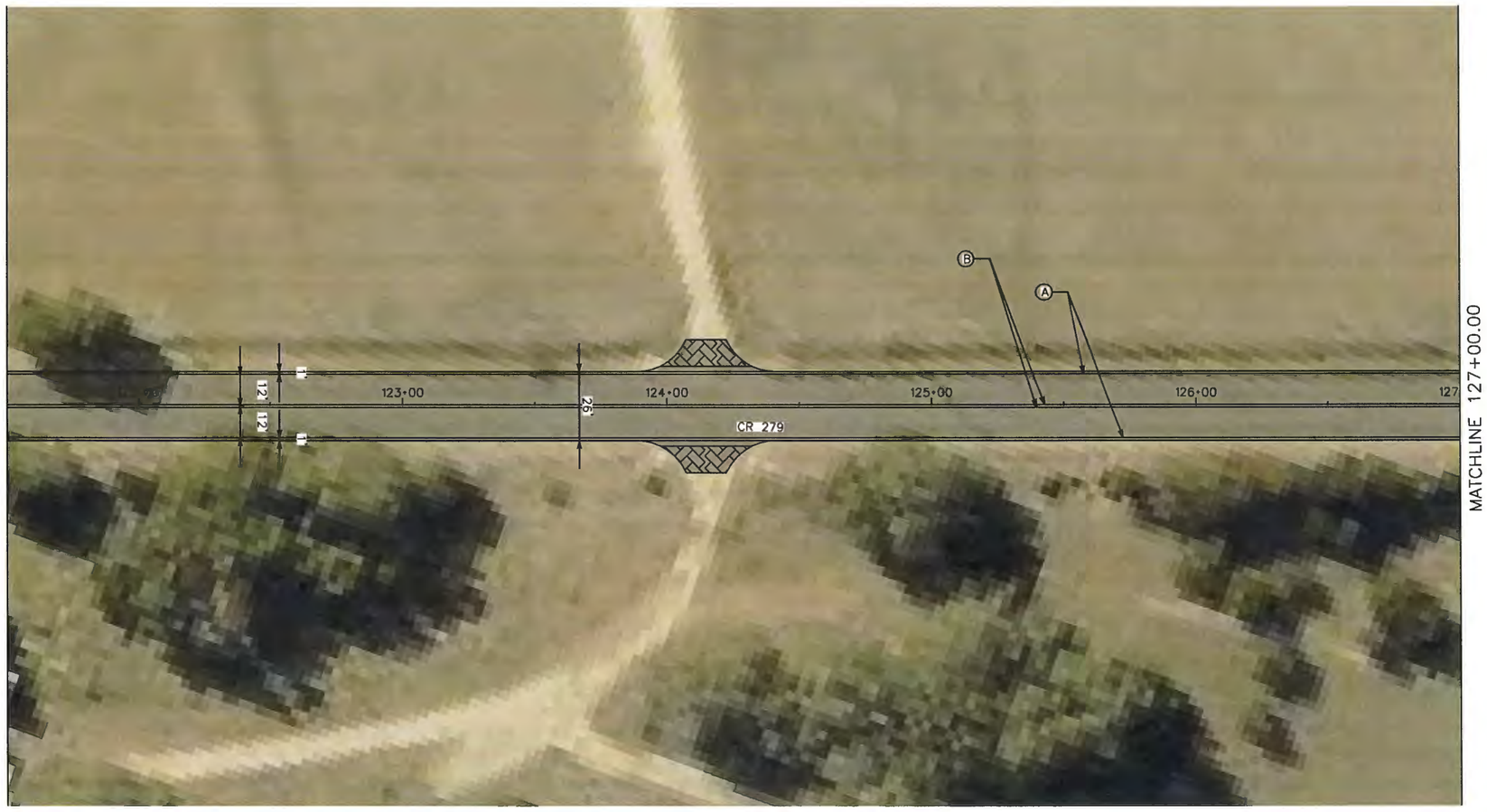
CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 21

CR279_PLAN21.dgn 11:15:44 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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

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
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

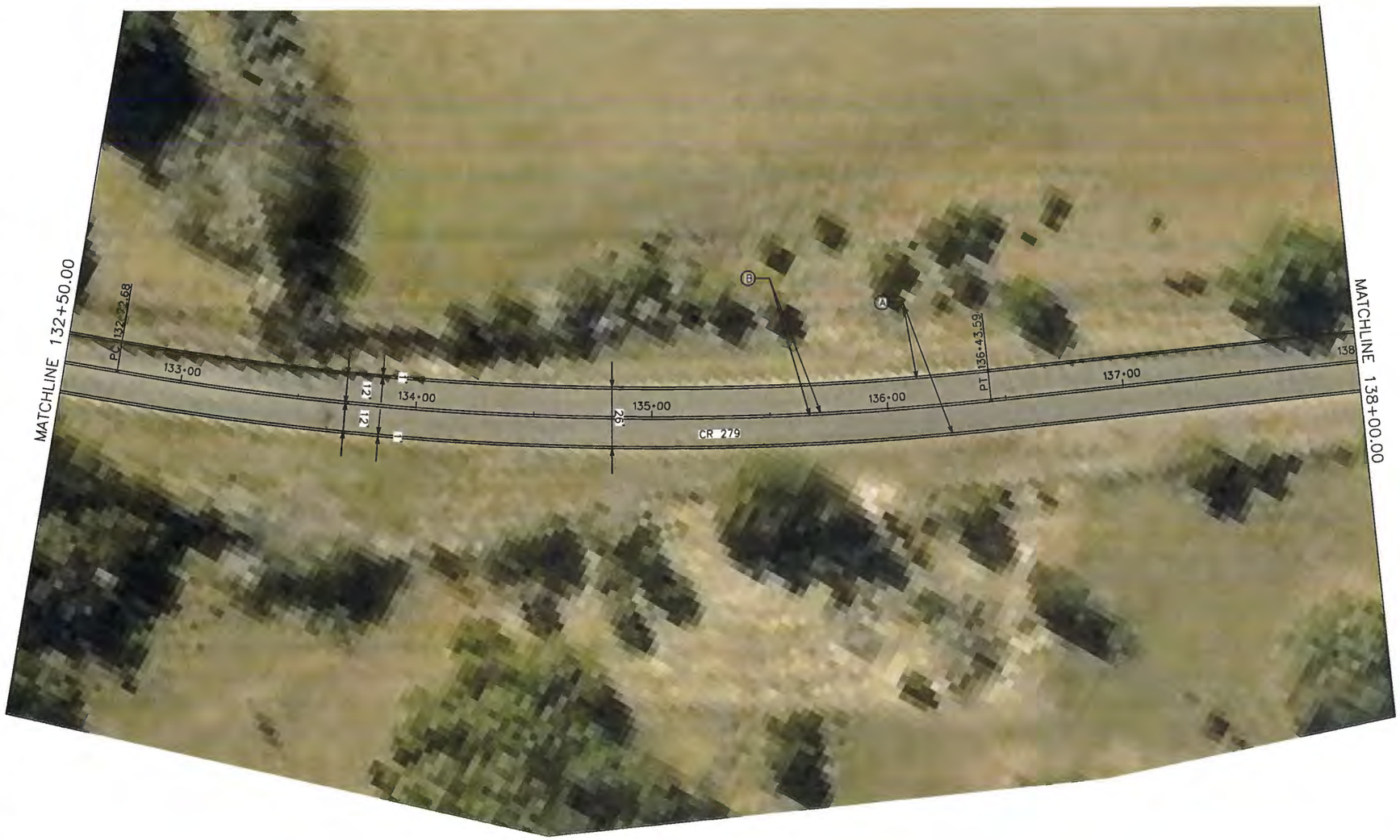
NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

CR279_PLAN23.dgn 11:19:46 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
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

Designed: KQK	3151 S.E. INNER LOOP GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org	SHEET NO. 24
Drawn: KQK		
Checked: KQK		

CR279_PLAN24.dgn 11:21:07 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
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

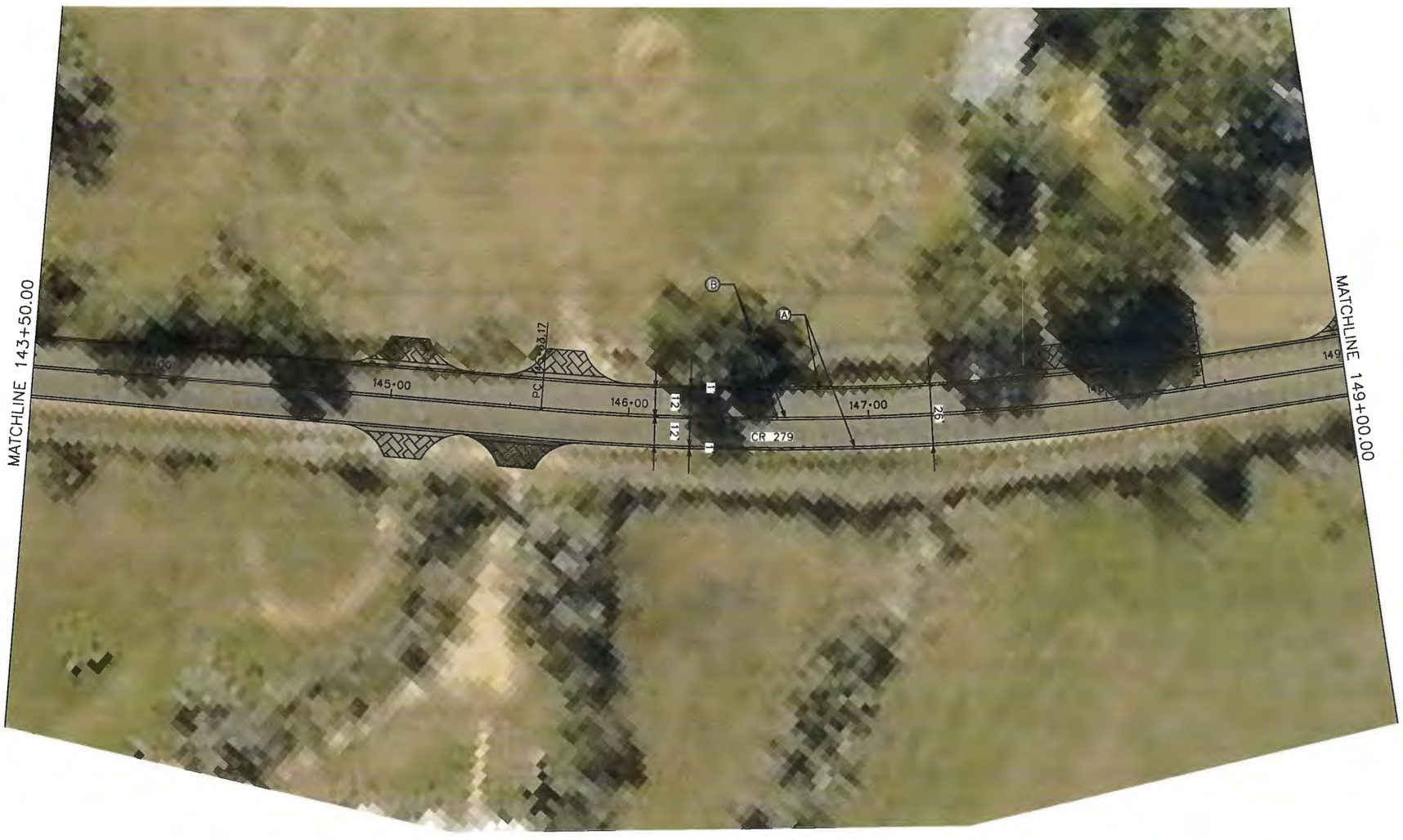
CR 279
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 25

CR279_PLAN25.dgn 11:22:42 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
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

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

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

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.

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
OVERLAY AND STRIPING PLAN

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

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

SHEET NO. 27

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



N

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
90584
LICENSED
PROFESSIONAL ENGINEER
07/02/2019

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

CR 279
OVERLAY AND STRIPING PLAN

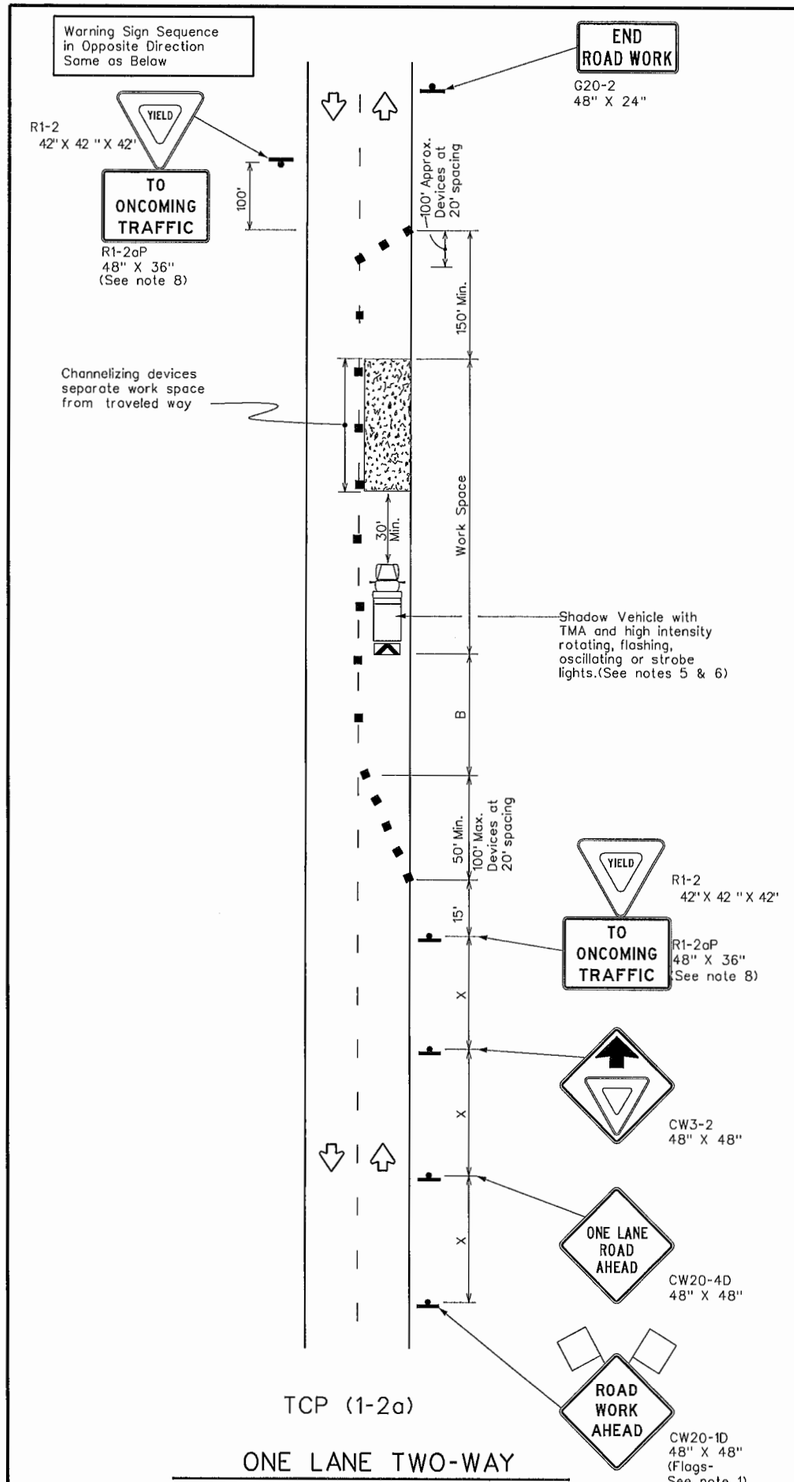
Designed:	KQK
Checked:	KQK
Drawn:	KQK
Checked:	KQK

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

SHEET NO. 28

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

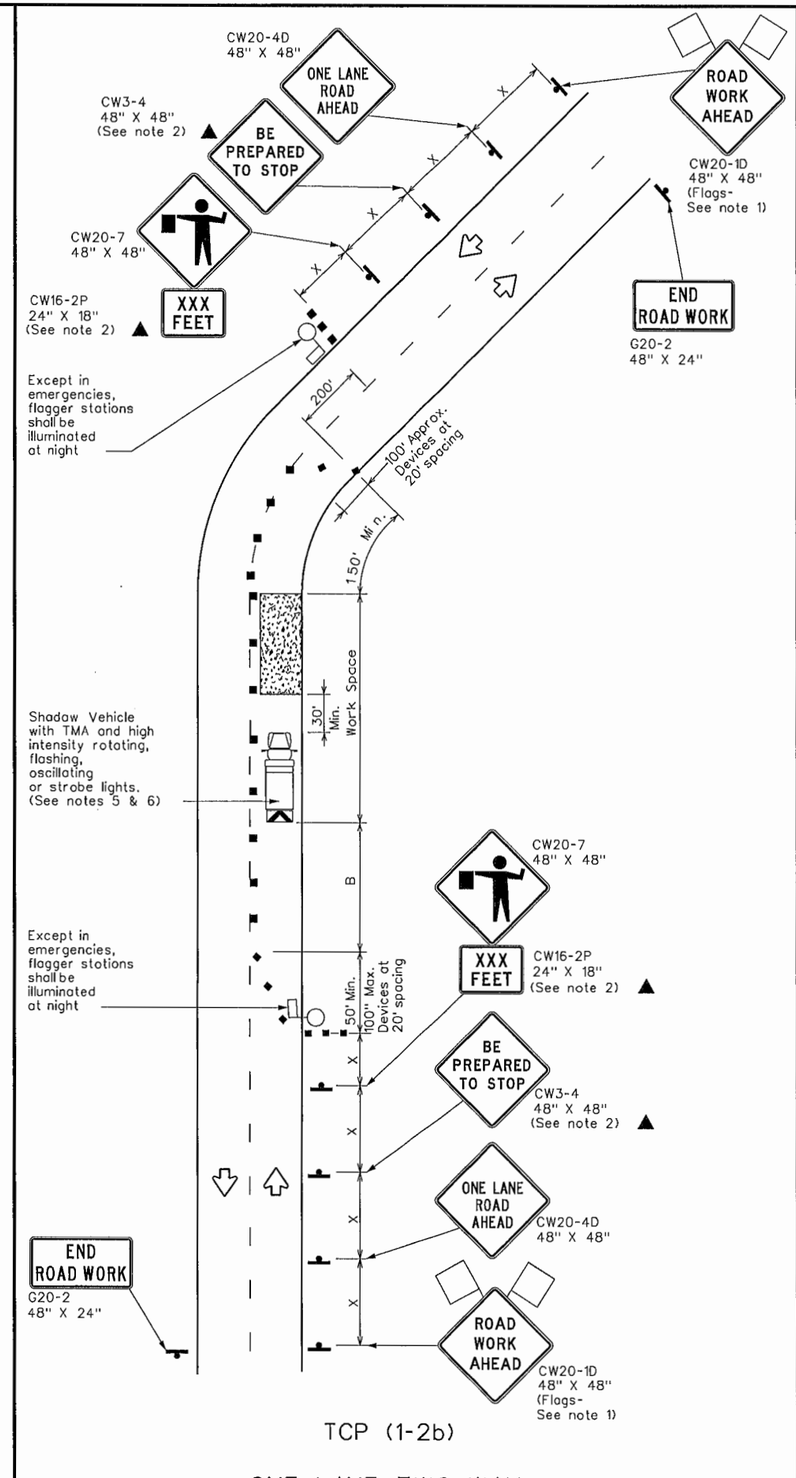
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed 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	$L=\frac{WS^2}{60}$	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'

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

© TxDOT December 1985

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
4-90 2-12
2-94
1-97
4-98

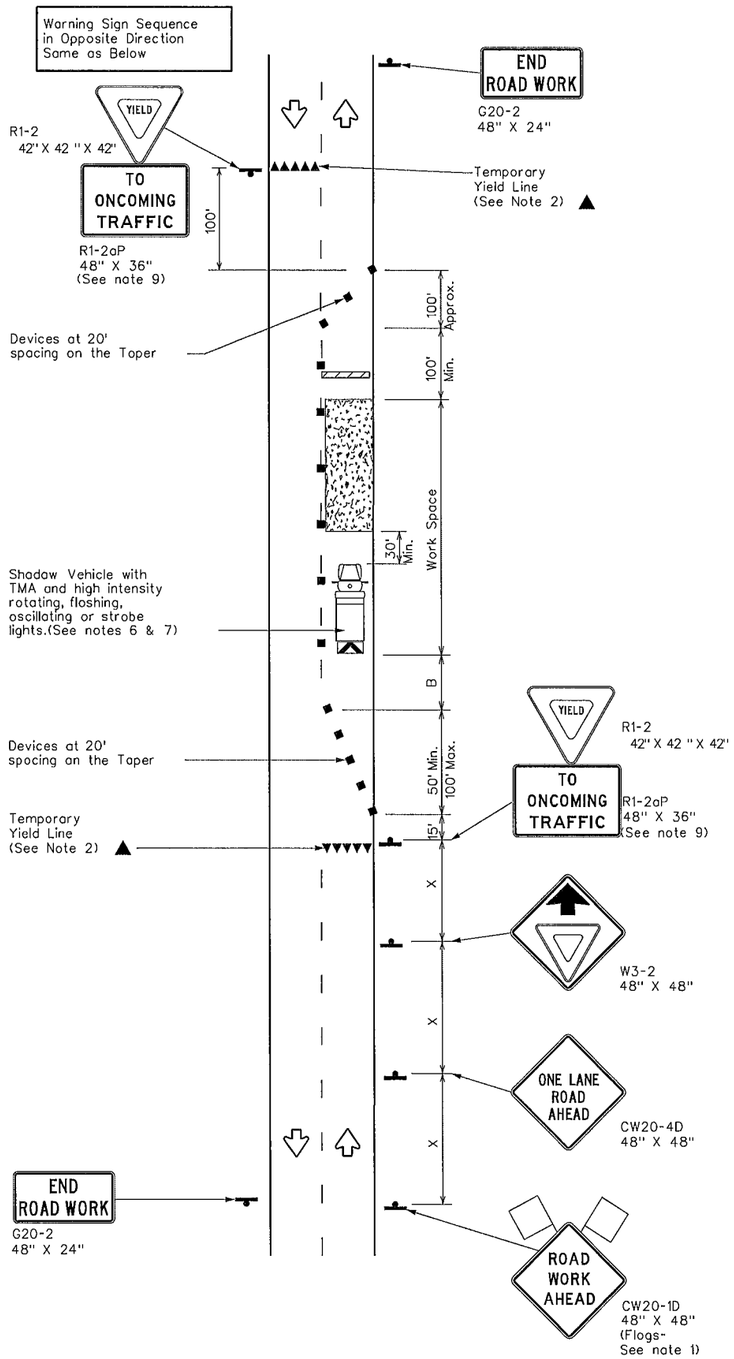
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			29

152

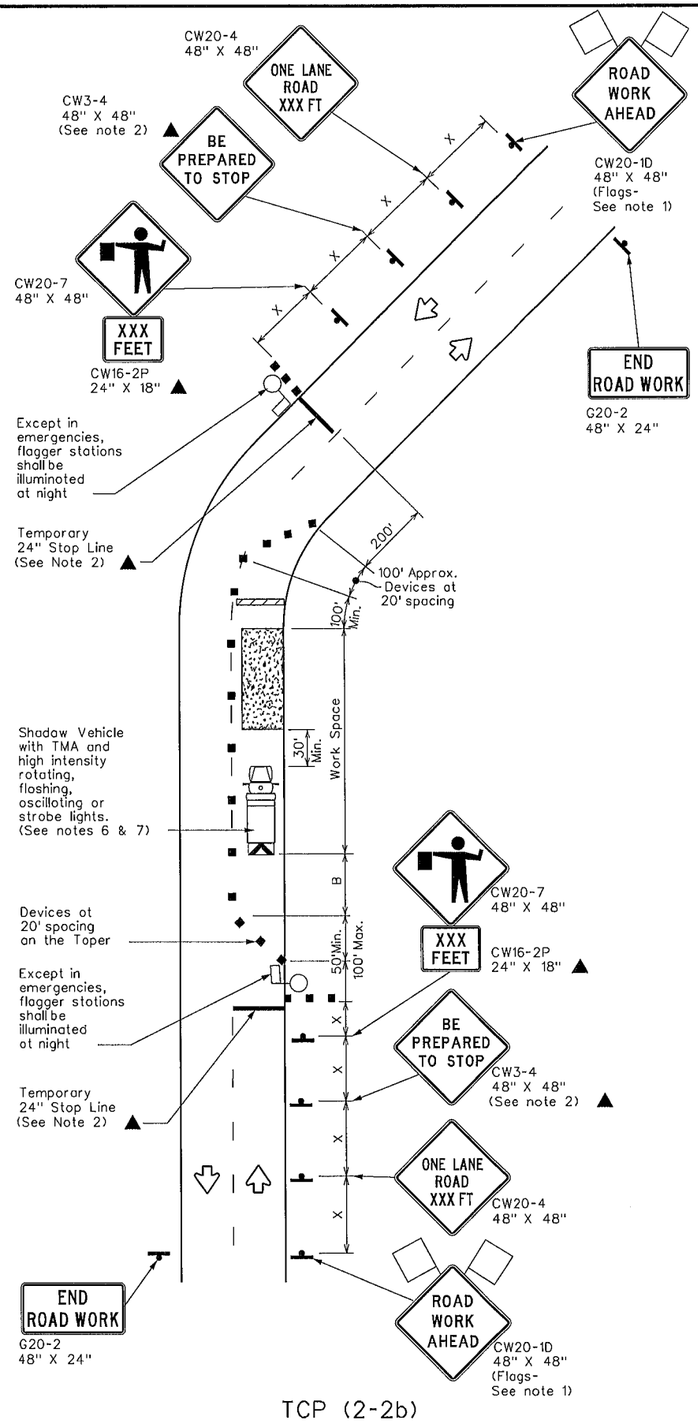
DATE:
FILE:

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



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

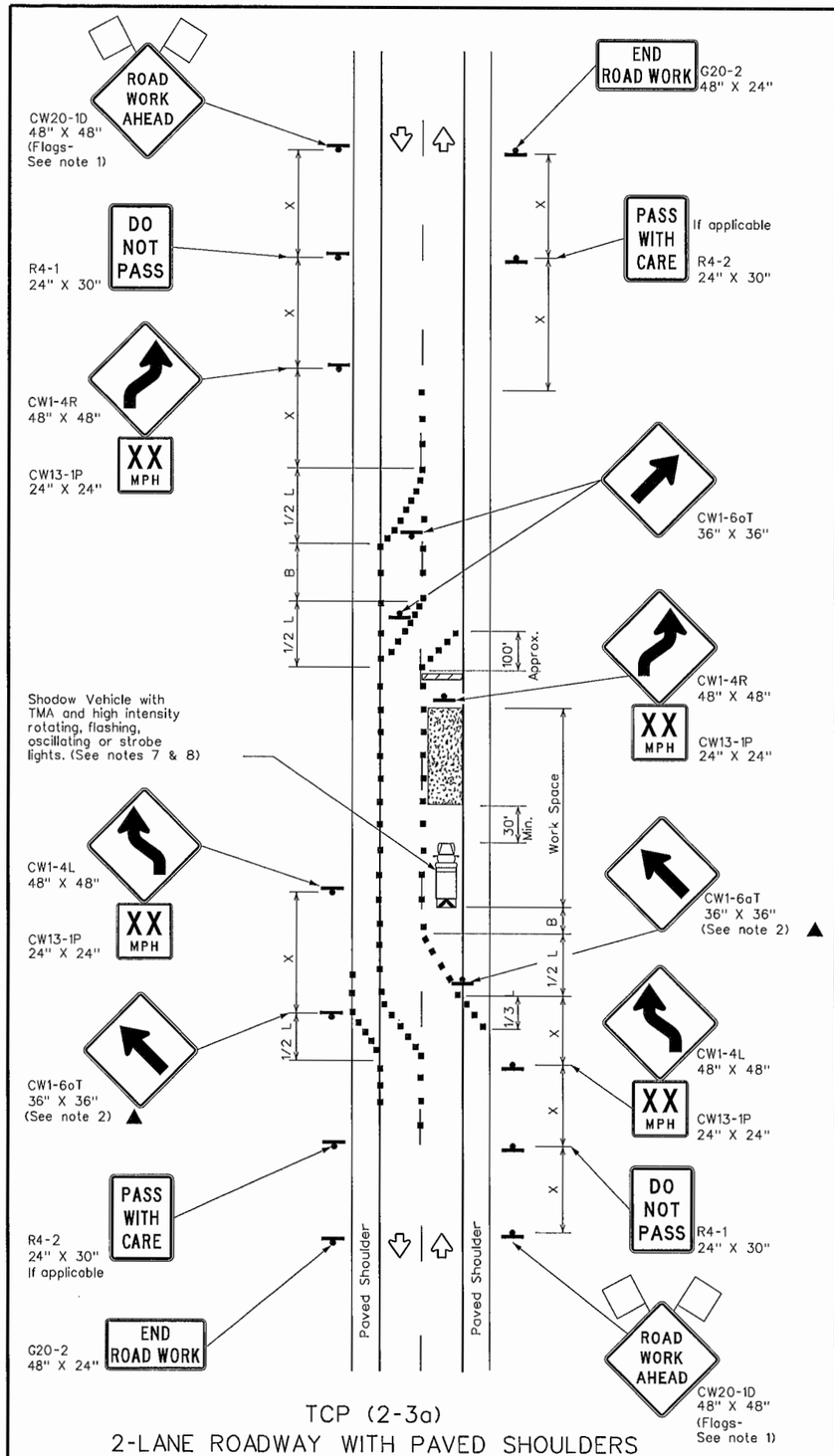
© TxDOT December 1985

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			30

REVISIONS
8-95 2-12
1-97
4-98
3-03

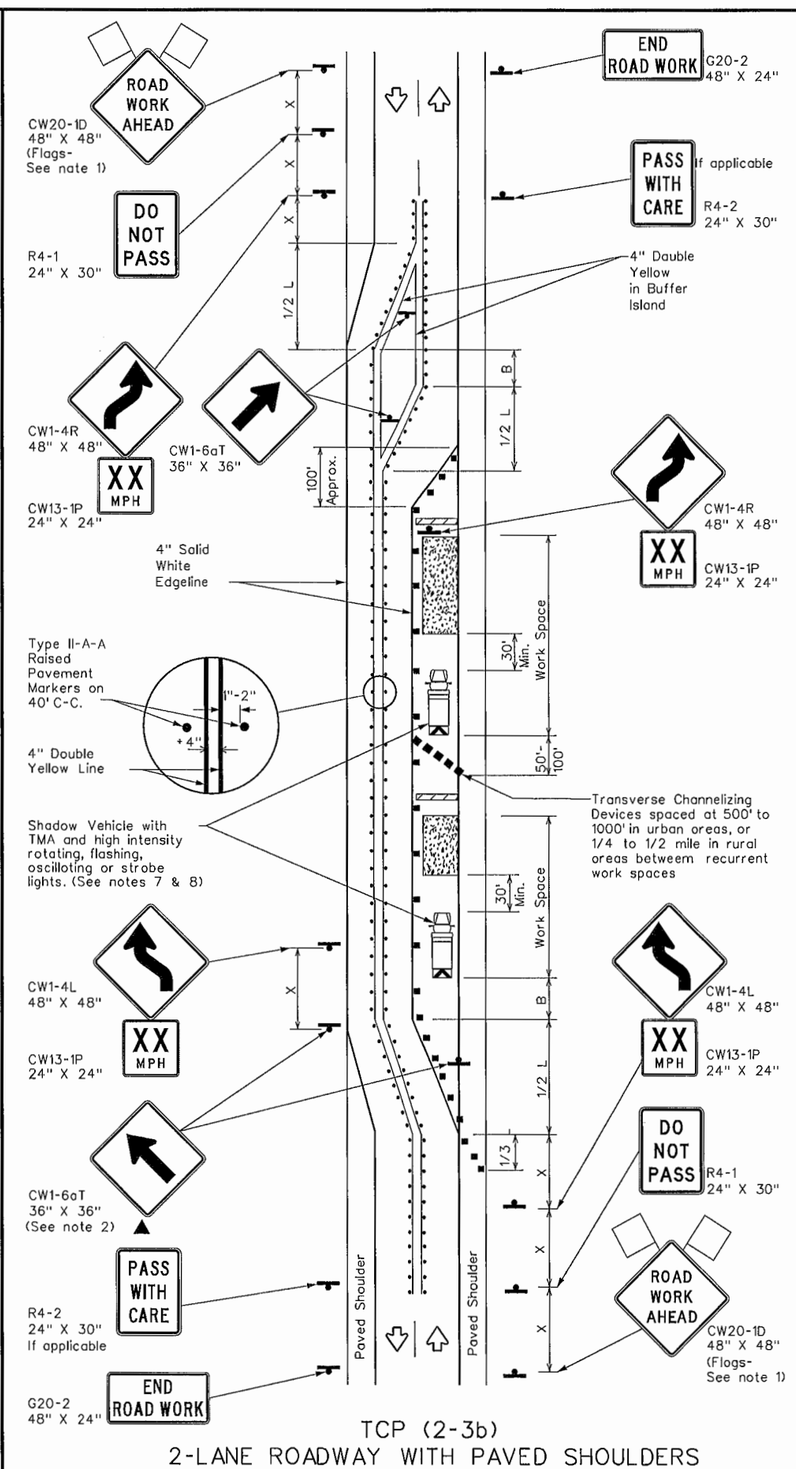
162

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



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

© TxDOT December 1985

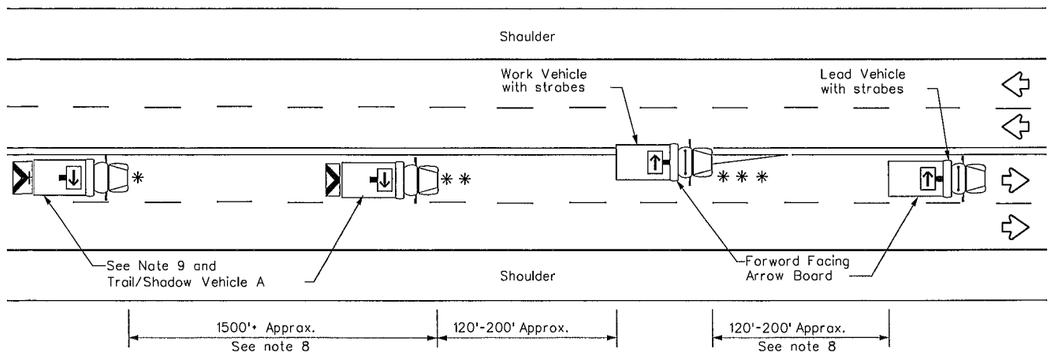
DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			31

REVISIONS
8-95 2-12
1-97
4-98
3-03

163

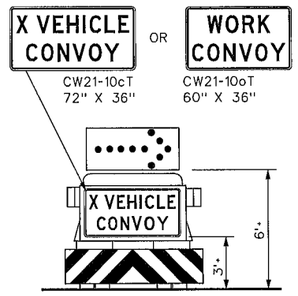
DATE: 7/16/2019 10:08 AM

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



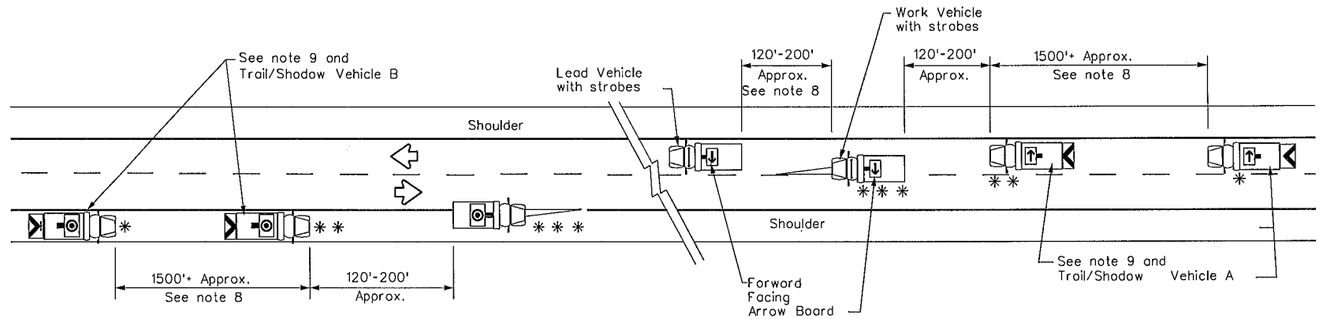
TCP (3-1a)

UNDIVIDED MULTILANE ROADWAY



TRAIL/SHADOW VEHICLE A

with RIGHT Directional display Floshing Arrow Board

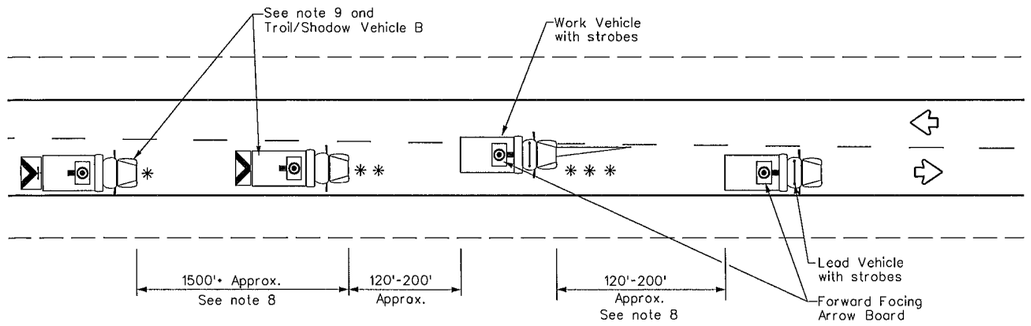


WORK ON SHOULDER

WORK ON TRAVEL LANE

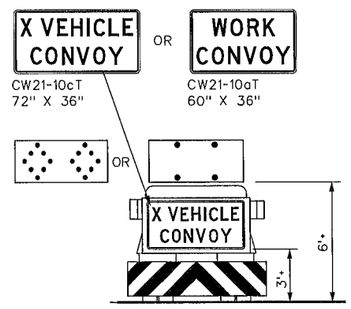
TCP (3-1b)

TWO-WAY ROADWAY WITH PAVED SHOULDERS



TCP (3-1c)

TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS



TRAIL/SHADOW VEHICLE B

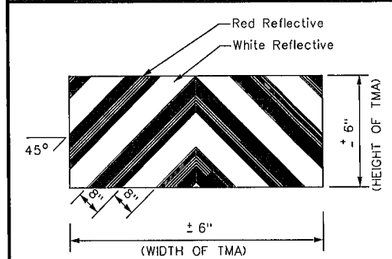
with Flashing Arrow Board in CAUTION display

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

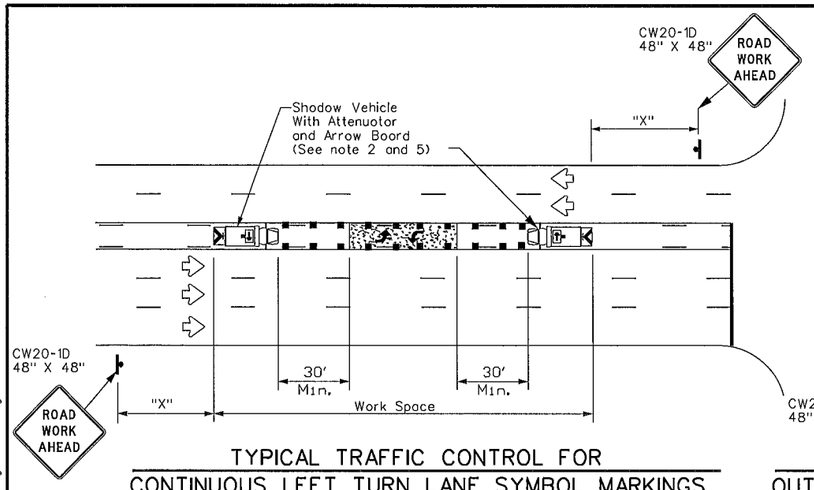
TCP(3-1)-13

FILE: tcp3-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 7-13 1-97	DIST	COUNTY		SHEET NO. 32

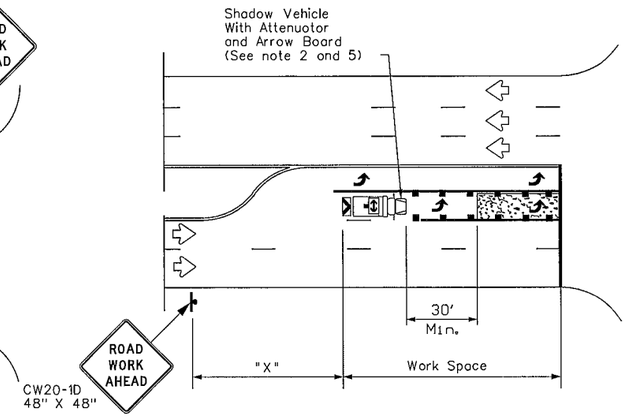
175

DATE:
FILE:

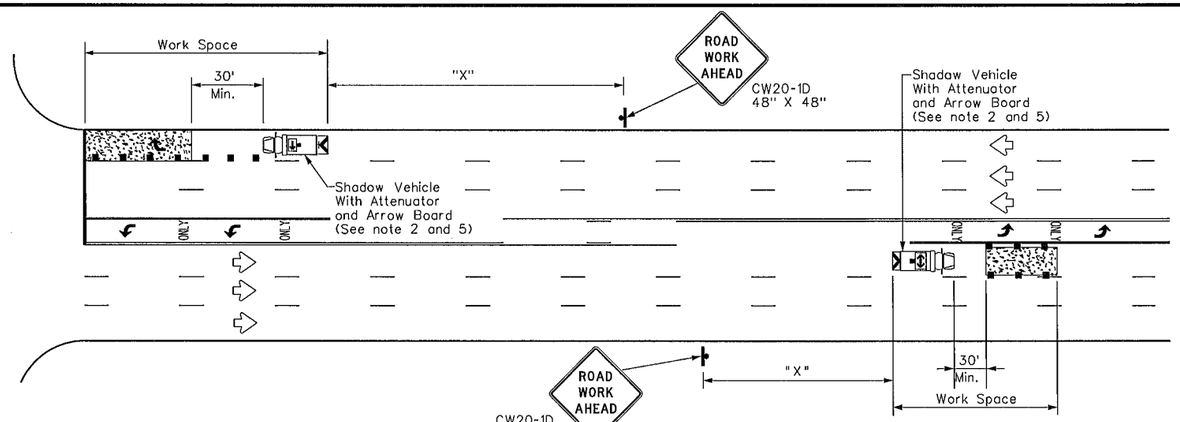
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



TYPICAL TRAFFIC CONTROL FOR
CONTINUOUS LEFT TURN LANE SYMBOL MARKINGS

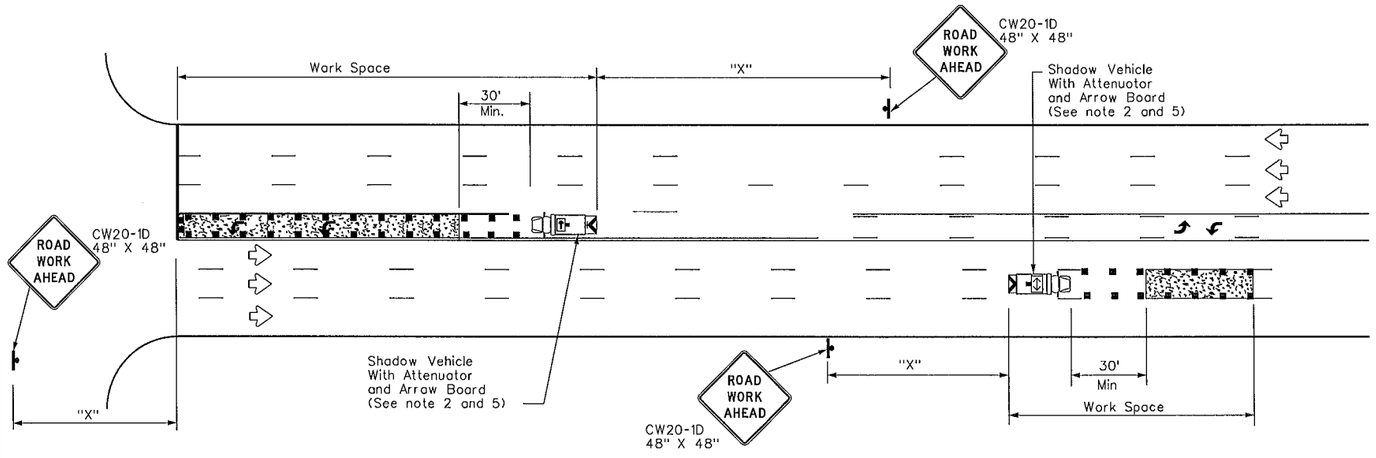


TYPICAL TRAFFIC CONTROL FOR
OUTSIDE DUAL LEFT TURN LANE SYMBOL MARKINGS



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

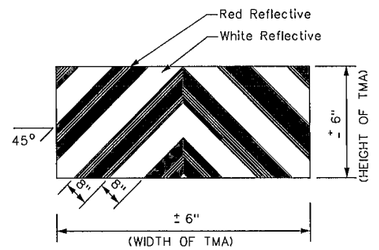
1. This traffic control plan is for use on conventionol roods posted ot 45 mph or less and is intended for mobile operations that move continuously or intermittently (stopping up to opproximotely 15 minutes) such as short-line striping ond in-lane rumble strips. When activities ore anticipated to take 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 shall 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

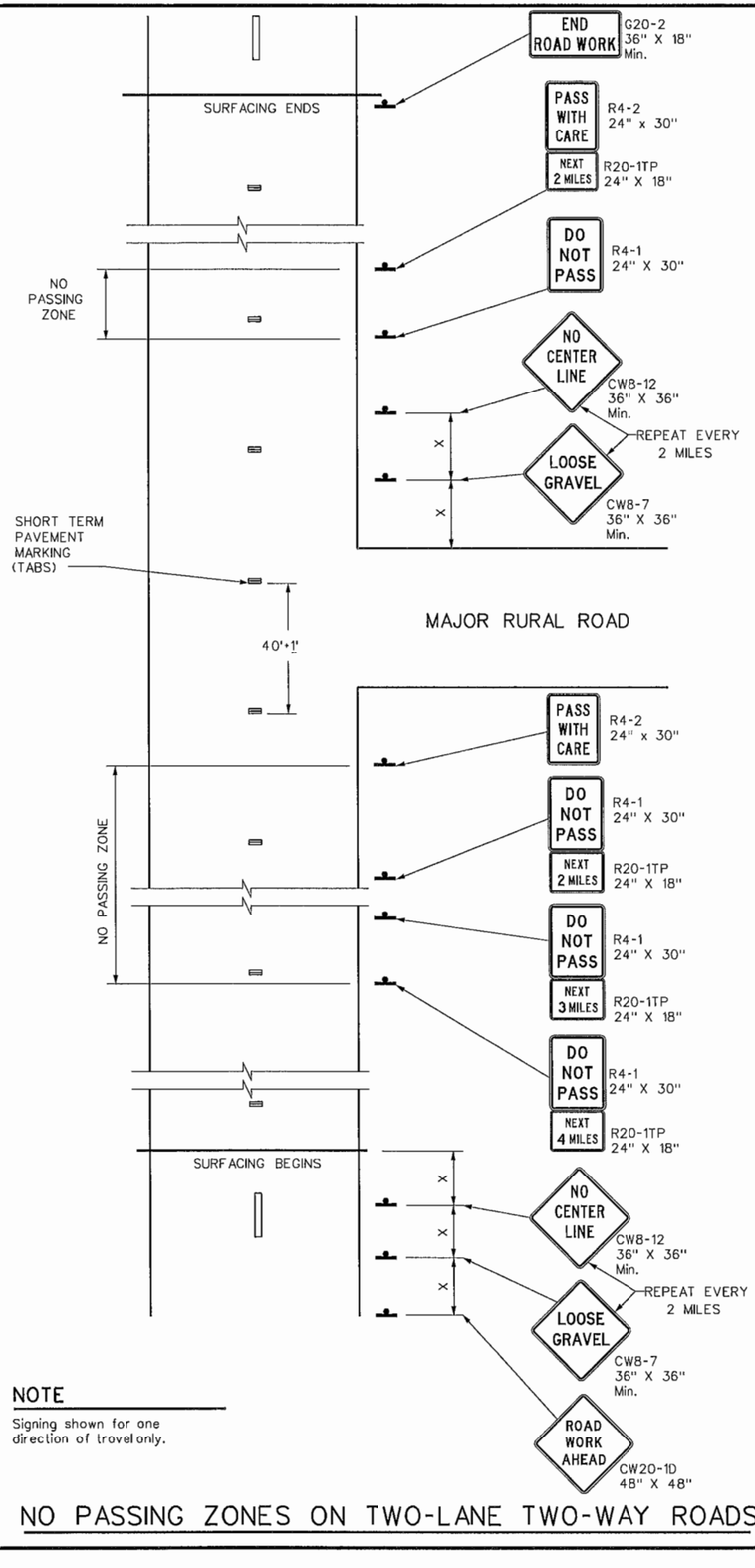
FILE: tcp3-4.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT July, 2013	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				33

178

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

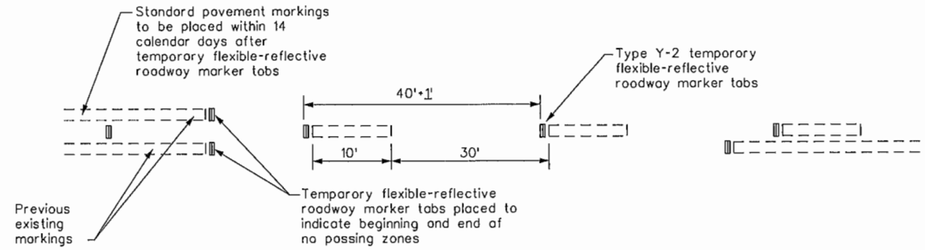
DATE:
FILE:



NOTE

Signing shown for one direction of travel only.

NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS



TABS ON CENTERLINES OF TWO-LANE TWO-WAY ROADS

For seal coat, micro-surface or similar operations

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

A. Prior to the beginning of construction, all currently striped no-passing zones shall be signed with the DO NOT PASS (R4-1) signs and PASS WITH CARE (R4-2) signs placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

B. At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES (R20-1TP) plaque may be used at the beginning of such zones. The DO NOT PASS sign and the NEXT XX MILES plaque should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of the no-passing zone may be signed with a PASS WITH CARE sign and a NEXT XX MILES plaque.

C. Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshield and lights. The DO NOT PASS sign and NEXT XX MILES plaque should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with the existing pavement markings. Also, unless one days operation completes the entire length of such combined zones, appropriate DO NOT PASS and PASS WITH CARE signs should be placed at the beginning and end of the no-passing zones where the surfacing operation has stopped for the day.

D. R4-1 and R4-2 are to remain in place until standard pavement markings are installed.

"NO CENTER LINE" SIGN (CW8-12)

A. Center line markings are yellow pavement markings that delineate the separation of travel lanes that have opposite directions of travel on a roadway. Divided highways do not typically have center line markings.

B. At the time construction activity obliterates the existing center line markings(low volume roads may not have an existing centerline), a NO CENTER LINE (CW8-12) sign should be erected at the beginning of the work area, at approximately 2 mile intervals within the work area, beyond major intersections and other locations deemed necessary by the Engineer.

C. The NO CENTER LINE signs are to remain in place until standard pavement markings are installed.

"LOOSE GRAVEL" SIGN (CW8-7)

A. When construction begins, a LOOSE GRAVEL (CW8-7) sign should be erected at each end of the work area and repeated at intervals of approximately 2 miles in rural areas and closer in urban areas.

B. The LOOSE GRAVEL signs are to remain in place until the condition no longer exists.

PAVEMENT MARKINGS

A. Temporary markings for surfacing projects shall be Temporary Flexible-reflective Roadway Marker Tabs unless otherwise approved by the Engineer. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept, the cover over the reflective strip shall be removed.

B. Tabs shall not be used to simulate edge lines.

C. Tab placement for overlay/inlay operations shall be as shown on the WZ(STPM) standard sheet.

COORDINATION OF SIGN LOCATIONS

A. The location of warning signs at the beginning and end of a work area are to be coordinated with other signing typically shown on the Barricade and Construction Standards for project limits to ensure adequate sign spacing.

B. Where possible the ROAD WORK AHEAD (CW20-1D), LOOSE GRAVEL (CW8-7), and NO CENTER LINE (CW8-12) signs should be placed in the sequence shown following the OBEY WARNING SIGNS STATE LAW (R20-3T) and the TRAFFIC FINES DOUBLE (R20-5T) sign, and one "X" sign spacing prior to the CONTRACTOR (G20-6T)sign typically located at or near the limits of surfacing. LOOSE GRAVEL and NO CENTER LINE signs will then be repeated as described above.

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

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

GENERAL NOTES

1. The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where tabs must be placed prior to the surfacing operation which will cover or obliterate the existing pavement markings.
2. The devices shown on this sheet are to be used to supplement those required by the BC Standards or others required elsewhere in the plans.
3. Signs shall be erected as detailed on the BC Standards or the Compliant Work Zone Traffic Control Devices List (CWZTCD) on supports approved for Long-Term / Intermediate-Term Work Zone Sign Supports.
4. When surfacing operations take place on divided highways, freeways or expressways, the size of diamond shaped construction warning signs shall be 48" x 48".
5. Signs on divided highways, freeways and expressways will be placed on both right and left sides of the roadway based on roadway conditions as directed by the Engineer.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL DETAILS FOR SURFACING OPERATIONS

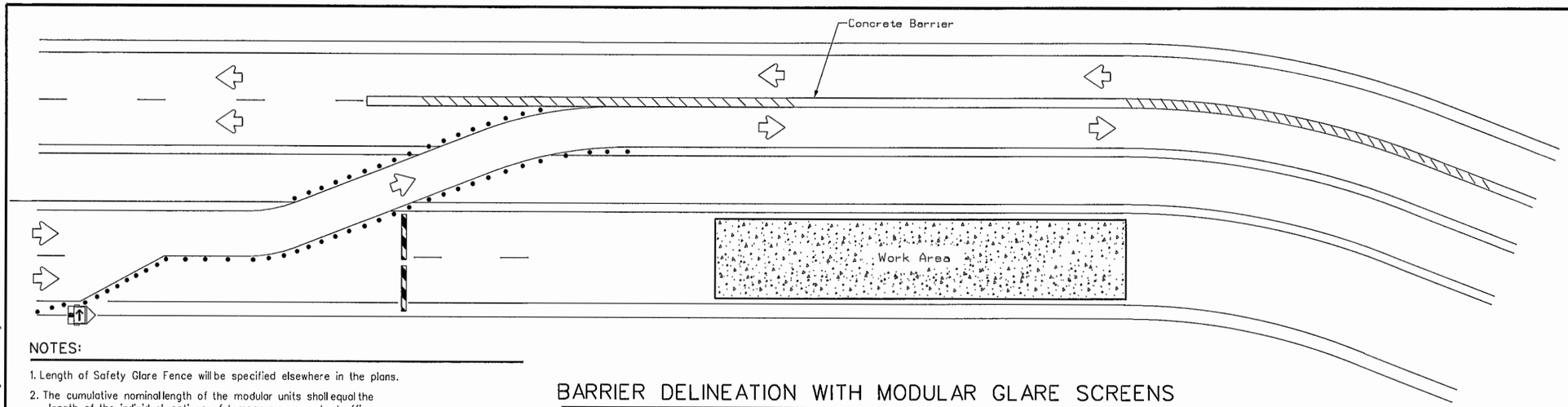
TCP(7-1)-13

FILE: tcp7-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT March 1991	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-92 4-98	DIST	COUNTY		SHEET NO.
1-97 7-13				34

210

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

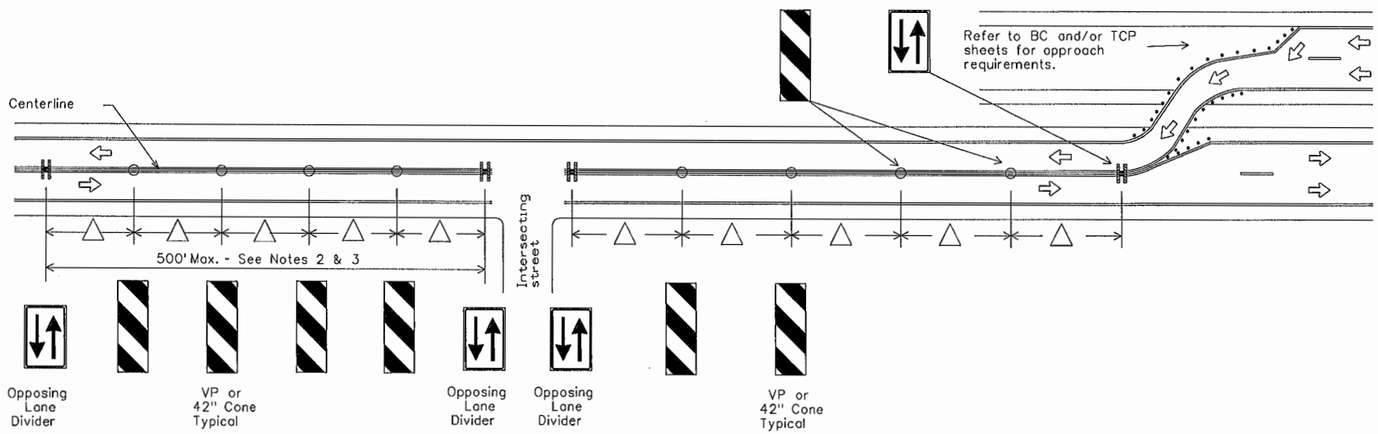


LEGEND	
	Type 3 Barricade
• • •	Channelizing Devices
	Trailer Mounted Flashing Arrow Board
	Sign
\ \ \ \	Safety glare fence

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
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-98 3-03 7-13	DIST	COUNTY		SHEET NO. 35
110				

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

WORK ZONE SHORT TERM PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

TABS 4" to 12" — 20'-6" — Type Y-2

TAPE 4" to 12" — 4" — 20'-6" — Yellow — 4.5'-6"

SINGLE NO-PASSING LINE or CHANNELIZATION LINE

TABS — 20'-6" — Type Y-2 or W

TAPE — 4" — 20'-6" — 4.5'-6" — Yellow or White

BROKEN LINES
(FOR CENTER LINE OR LANE LINE)

TABS — 40'-0" — Type Y-2 or W — 1'-3"

TAPE — 4" — 40'-0" — Yellow or White — 4.5'-6"

WIDE DOTTED LINES
(FOR LANE DROP LINES)

TABS — 12'-6" — 4"-1" — 3'-3" — Type W

TAPE — 12" — 12'-6" — 3'-3" — White

WIDE GORE MARKINGS

TABS — 20'-6" — 4"-1" — Type W

TAPE — 12" — 20'-6" — 4.5'-6" — White

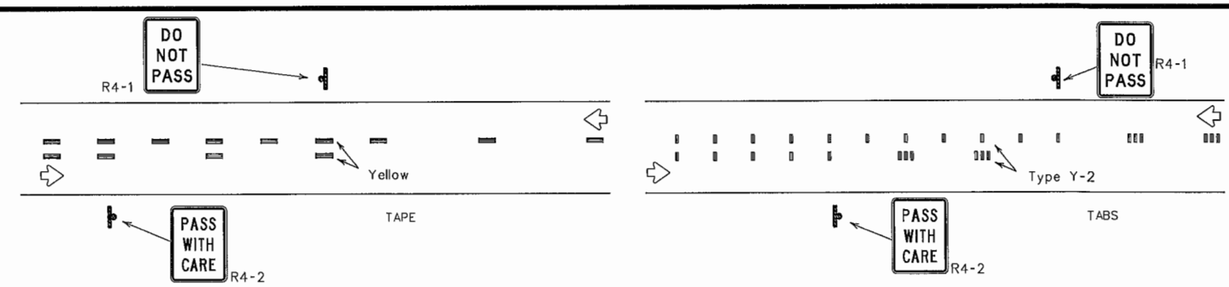
NOTES:

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.

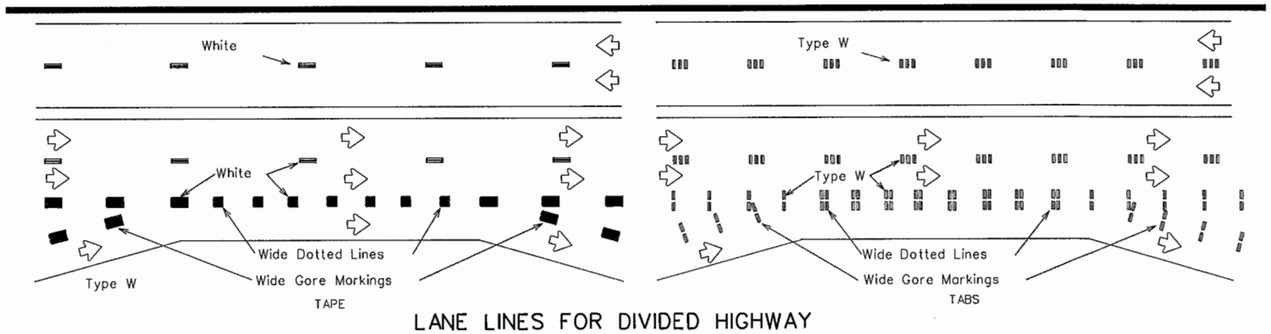
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS (TABS)

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.

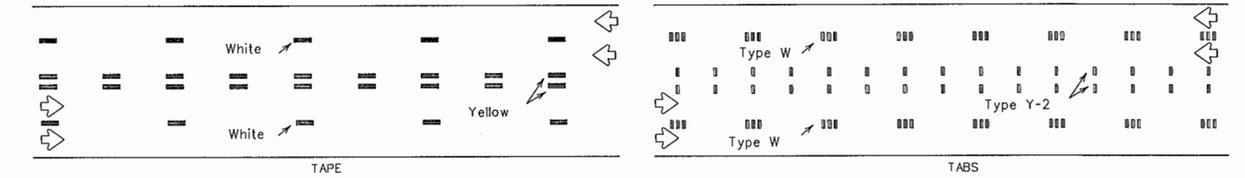
WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



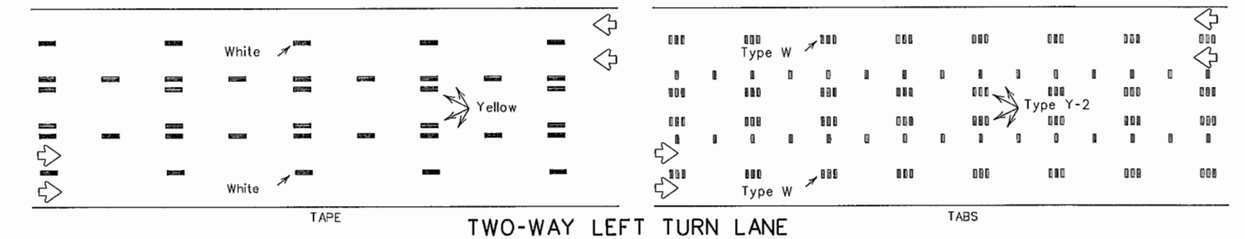
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO LANE TWO-WAY HIGHWAYS



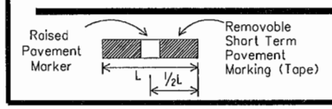
LANE LINES FOR DIVIDED HIGHWAY



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

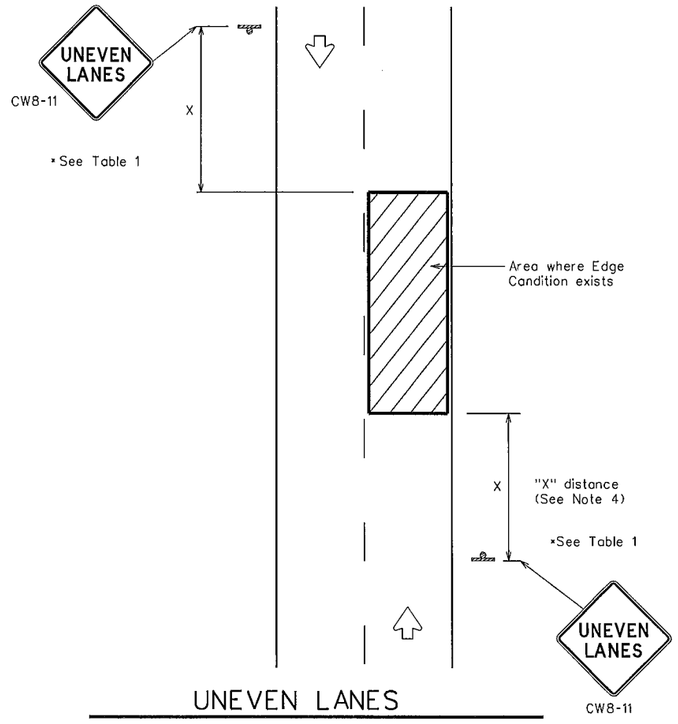
WORK ZONE SHORT TERM PAVEMENT MARKINGS

WZ(STPM)-13

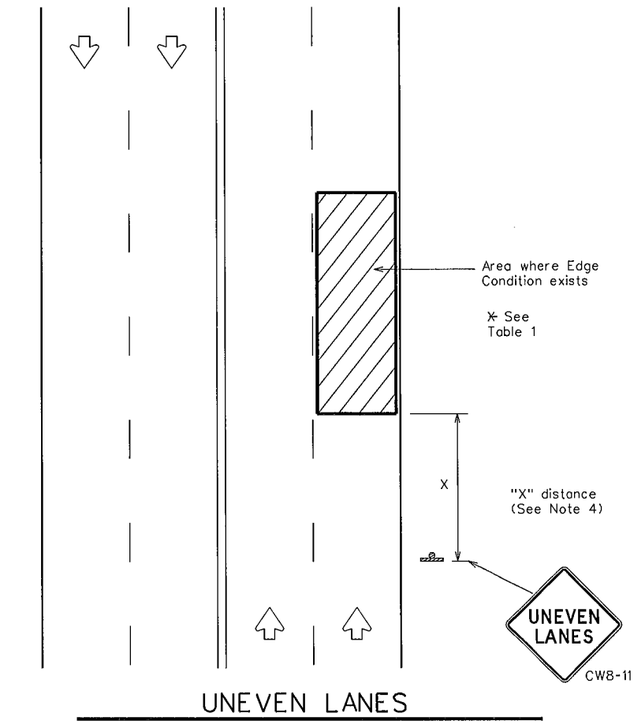
FILE: wzstpm-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT April 1992	CONT	SECT	JOB	HIGHWAY
REVISIONS				
1-97	DIST	COUNTY		SHEET NO.
3-03				36
7-13				
111				

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

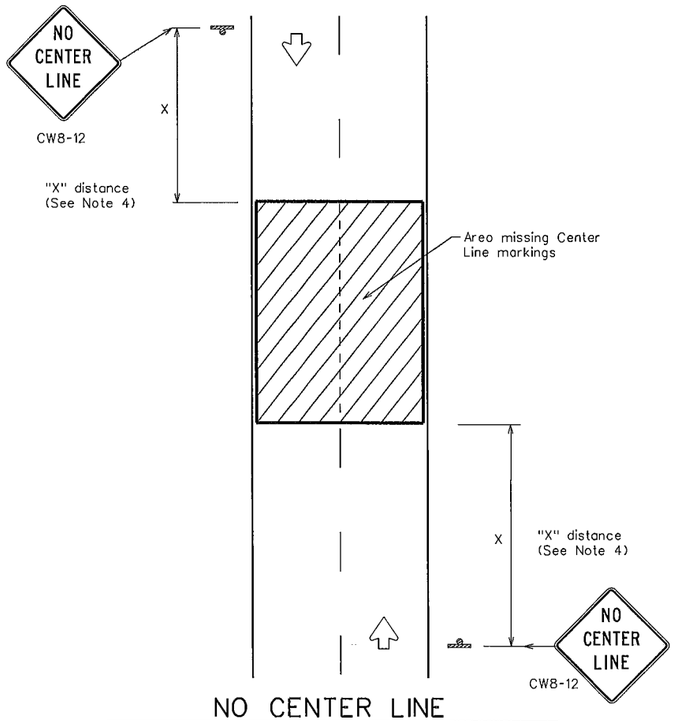
DATE:
FILE:



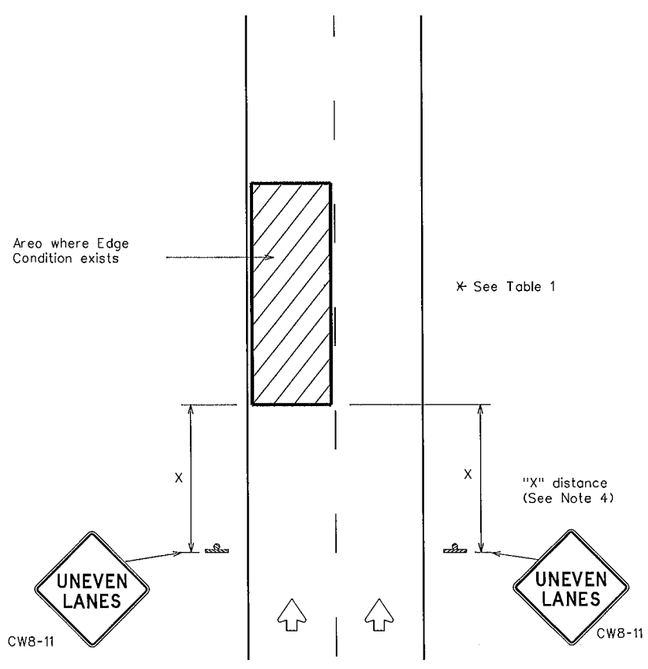
UNEVEN LANES
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD



NO CENTER LINE
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
DIVIDED ROADWAY

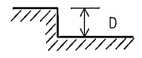
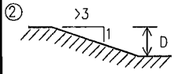
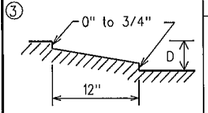
DEPARTMENTAL MATERIAL SPECIFICATIONS	
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

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

112

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

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.

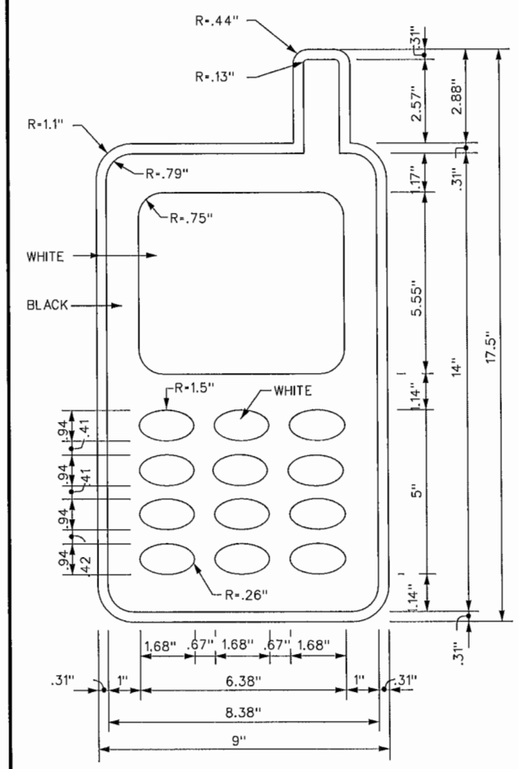
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

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

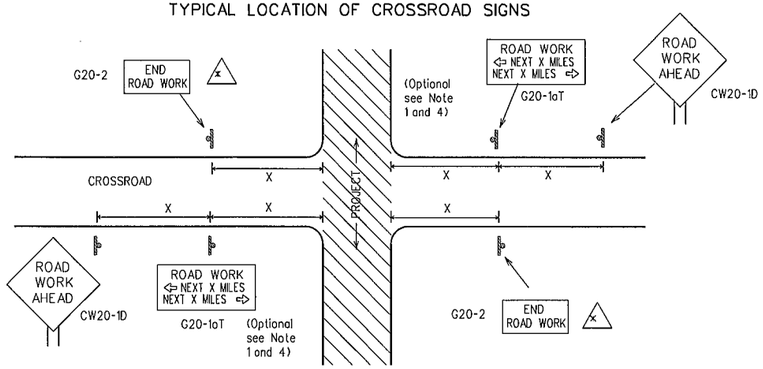
BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-03 5-10 8-14 9-07 7-13	DIST	COUNTY		SHEET NO. 38

95

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

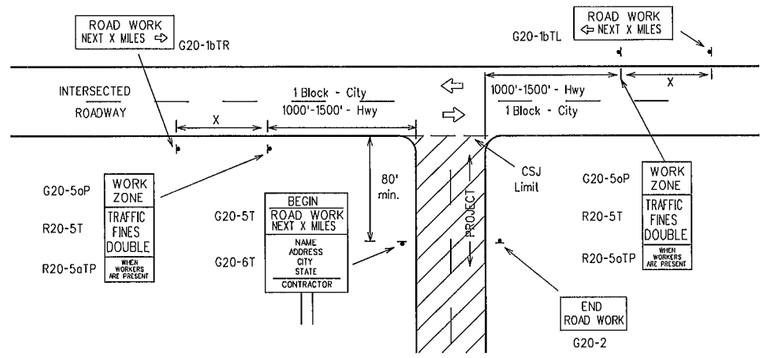
TYPICAL LOCATION OF CROSSROAD SIGNS



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]

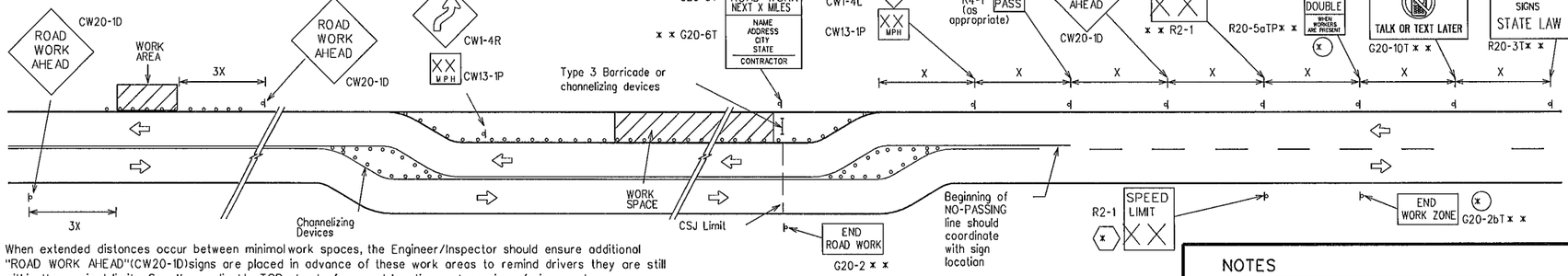
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

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.

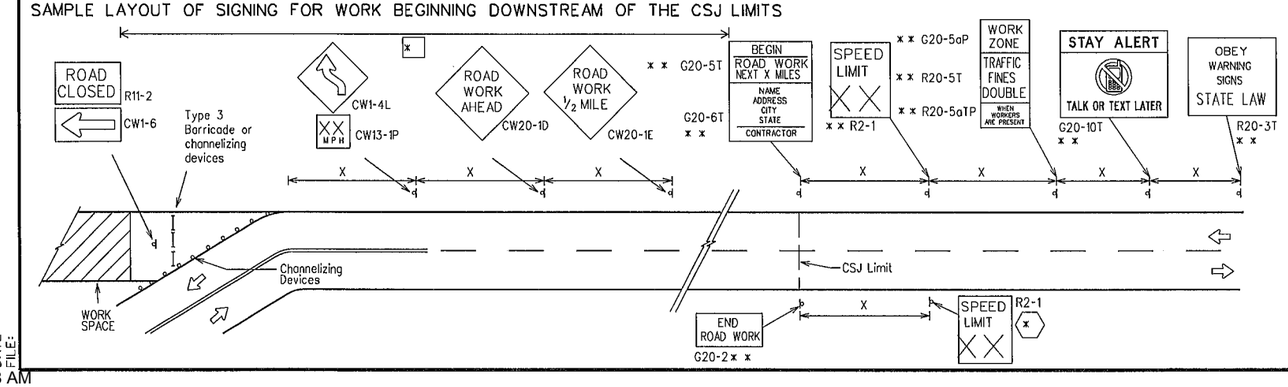
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



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

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13				39

96

DATE:
FILE:

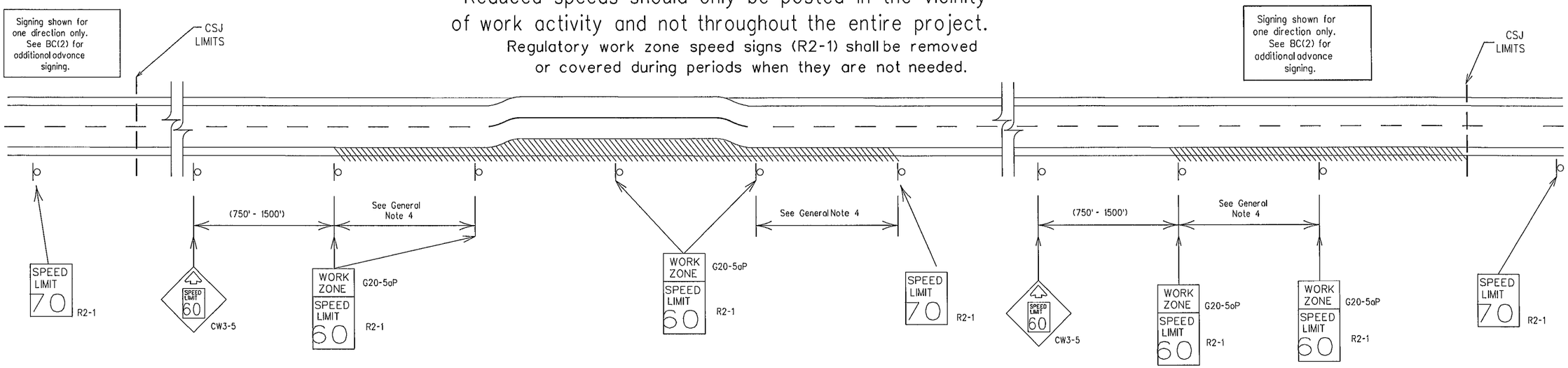
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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. Low 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

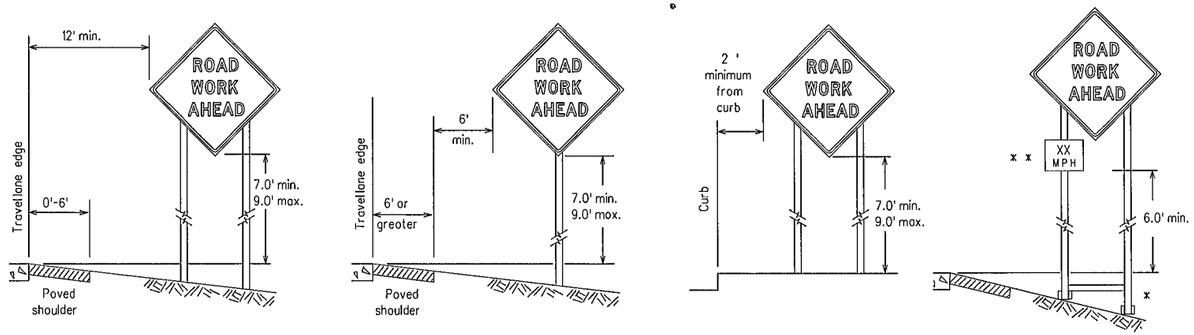
FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 40

97

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

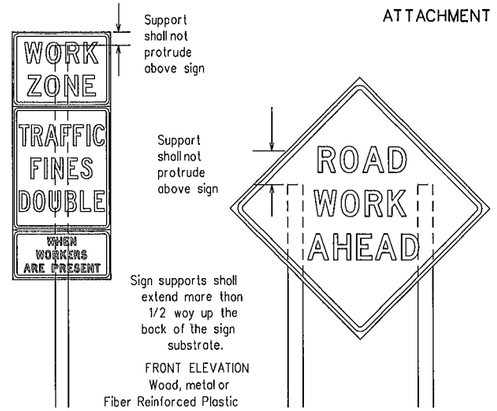
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



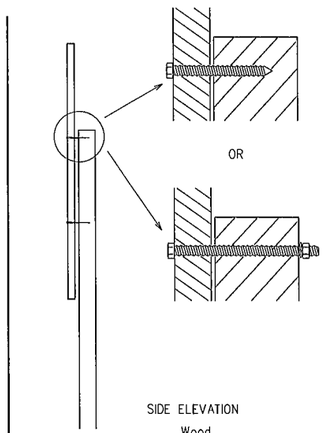
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

* * When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend past 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.

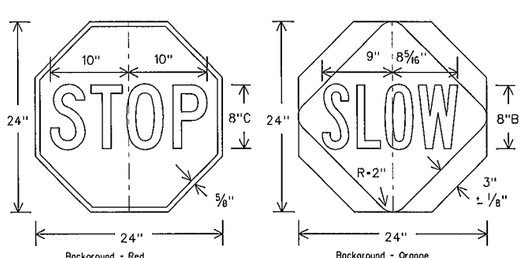


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

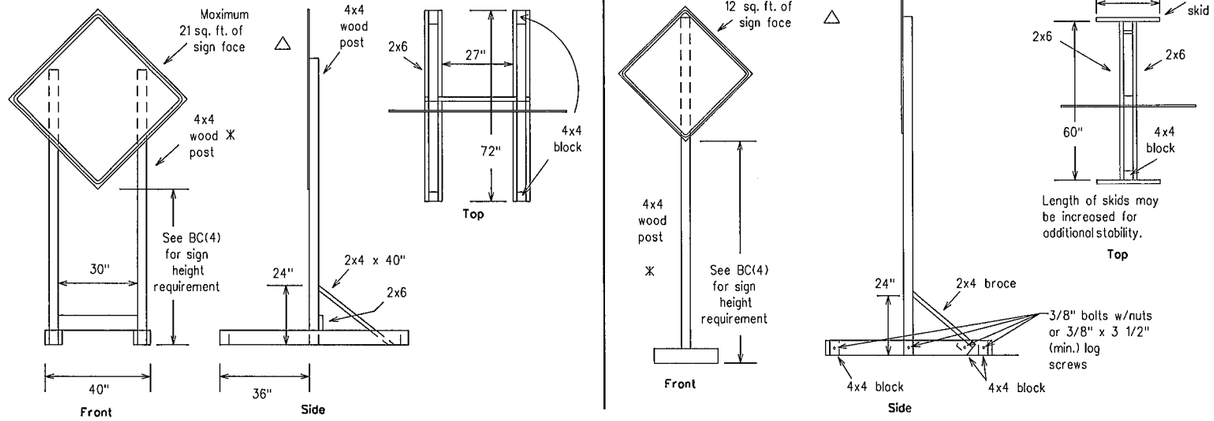
BC(4)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 41

98

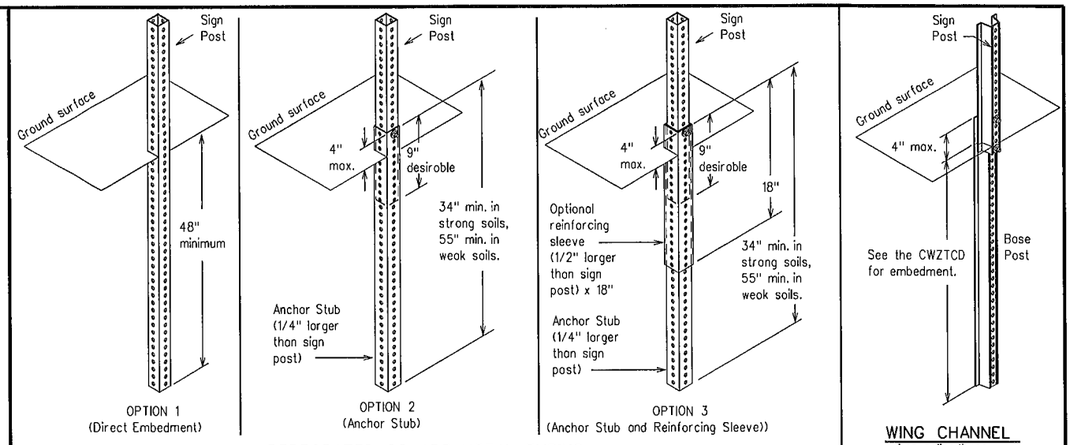
DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



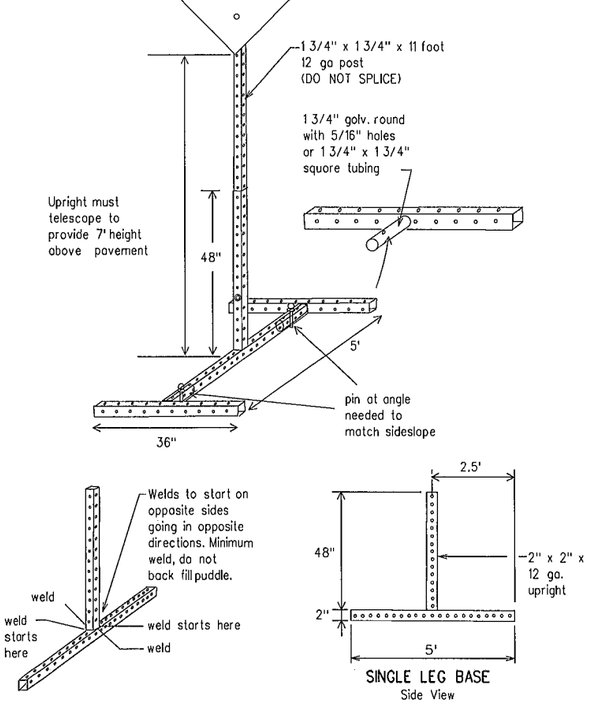
SKID MOUNTED WOOD SIGN SUPPORTS

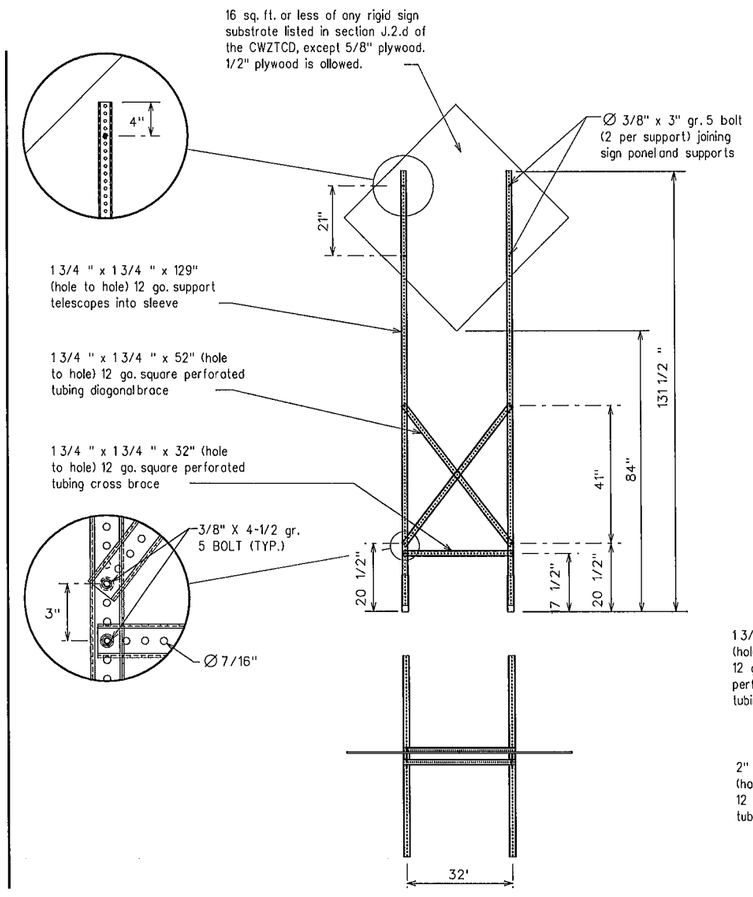
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

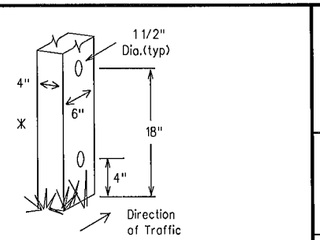


GROUND MOUNTED SIGN SUPPORTS

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

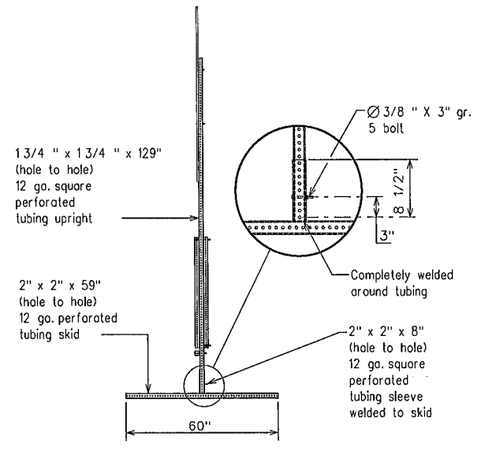






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



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

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13				42

99

DATE:
FILE:

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 some and chonging 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 rother 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 hos malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation • IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT 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/Romp Closure List" and the "Other Condition List".
3. A 2nd phase con be selected from the "Action to Take/Effect on Trovel, Location, General Worning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if o distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be seporoted by o minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understondable by themselves.
6. For odvance notice, when the current dote is within seven days of the actual work date, calendar days should be reploced 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 con be interchonged os appropriate.
2. Roodway designations IH, US, SH, FM and LP con be interchanged os appropriate.
3. EAST, WEST, NORTH and SOUTH (or obbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway nomes and numbers reploced os oppropriate.
5. ROAD, HIGHWAY and FREEWAY con be interchanged os 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 ore 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) ore 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 o flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size orrow.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

SHEET 6 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

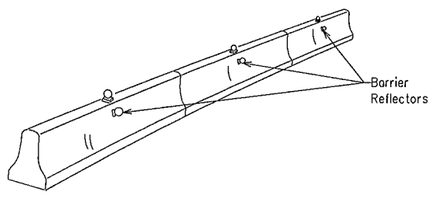
BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13				43
100				

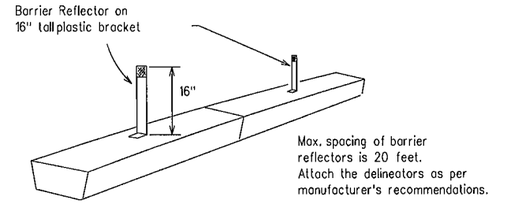
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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

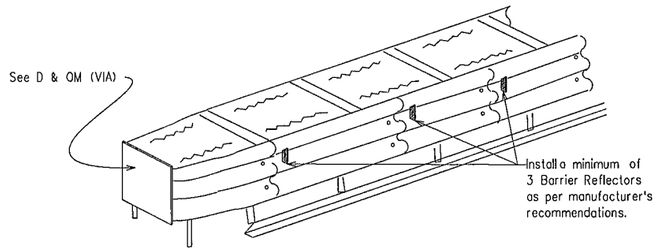


CONCRETE TRAFFIC BARRIER (CTB)

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 af 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 tap of the barrier, as shown in the detail above.
4. Where CTB seporates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on tap 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 seporates 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 delineotion.
9. Attachment af Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced os directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the obove detail.



LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

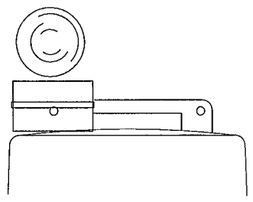
END TREATMENTS FOR CTB'S USED IN WORK ZONES

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

WARNING LIGHTS

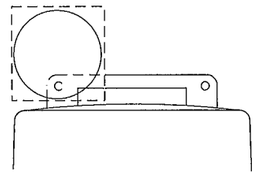
1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this 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 Sheeting, meeting the requirements of Departmental Materiol 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.



Type C Warning Light or approved substitute mounted an a drum adjacent to the travel way.

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, an 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.



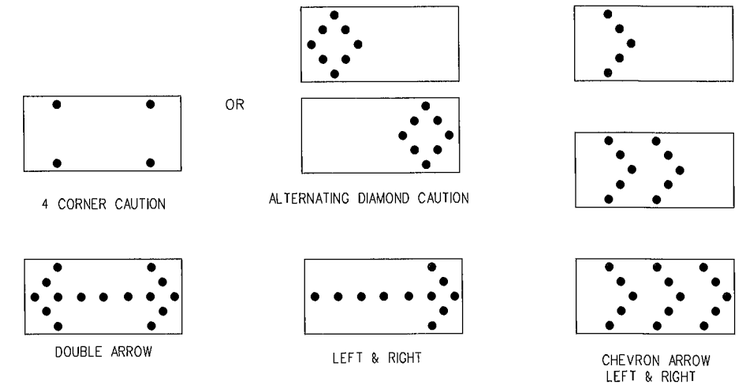
Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on 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 coution 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

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 44

101

DATE:
FILE:

7/16/2019 10:08 AM

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

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:

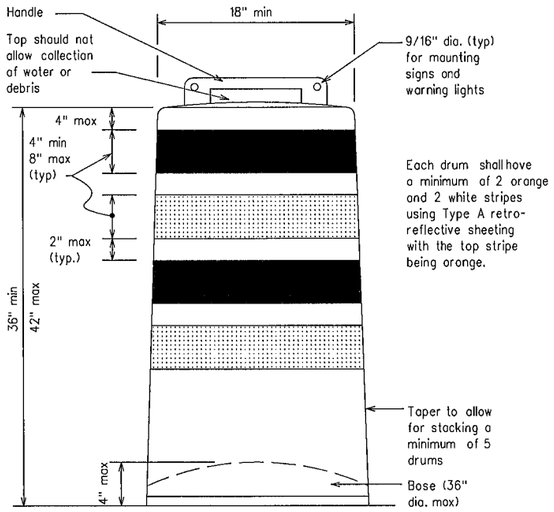
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents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

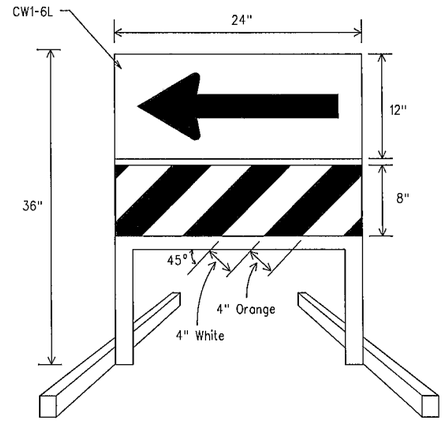
RETROREFLECTIVE SHEETING

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.

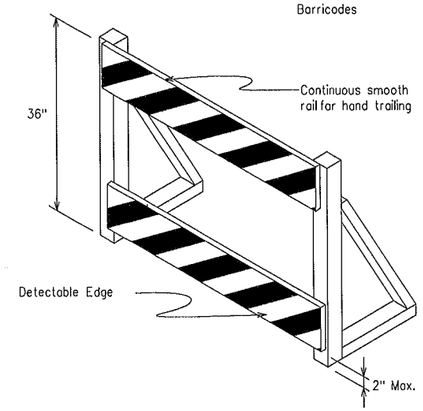




DIRECTION INDICATOR BARRICADE

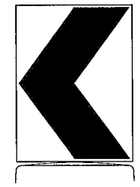
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. 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 FL Type C Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

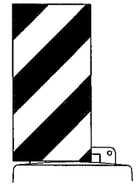


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or FL 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

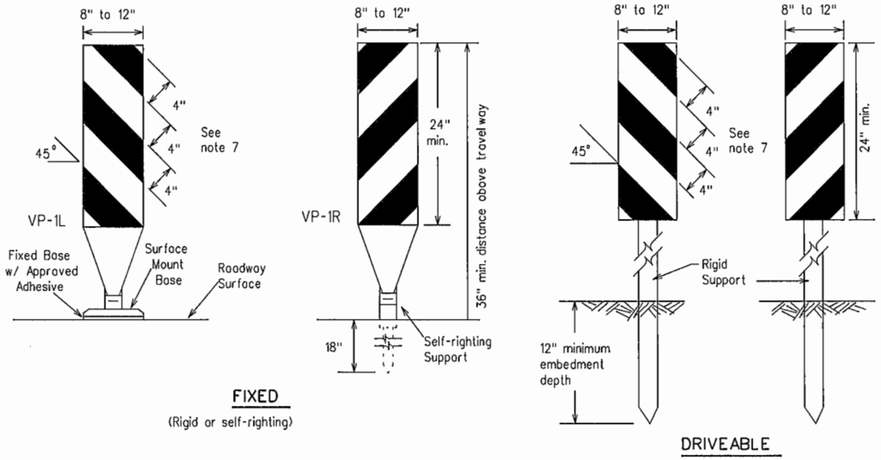
BC(8)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-03 7-13	DIST	COUNTY		SHEET NO.
9-07 8-14				45

102

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

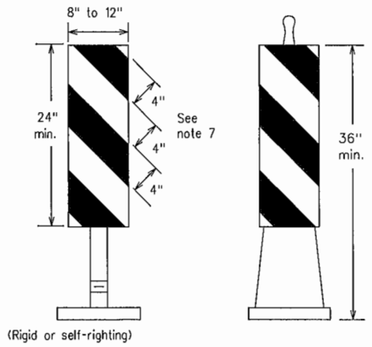
DATE:
FILE:



FIXED

(Rigid or self-righting)

DRIVEABLE

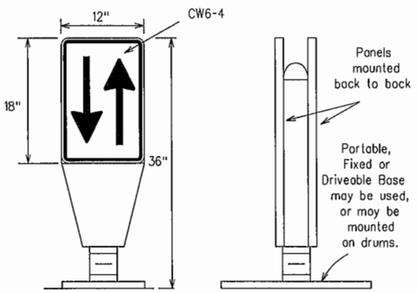


(Rigid or self-righting)

PORTABLE

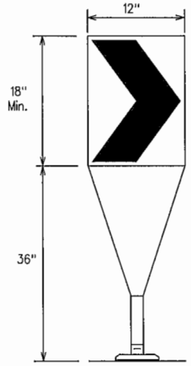
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is 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)



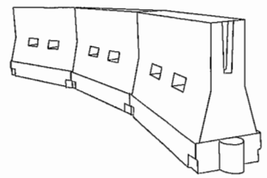
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

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

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 46

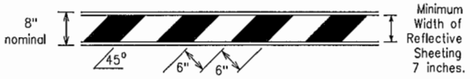
103

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

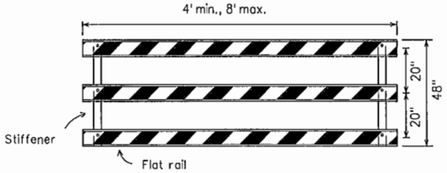
TYPE 3 BARRICADES

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.



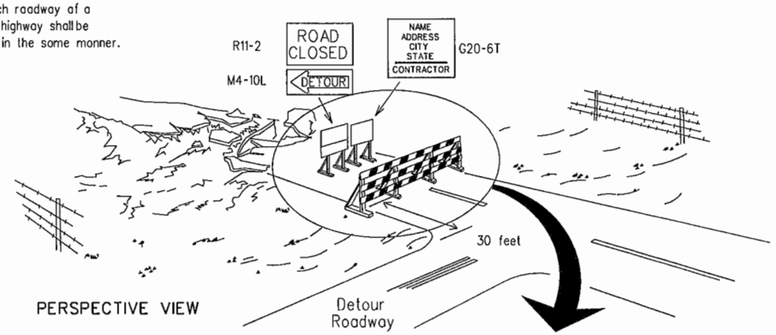
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



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

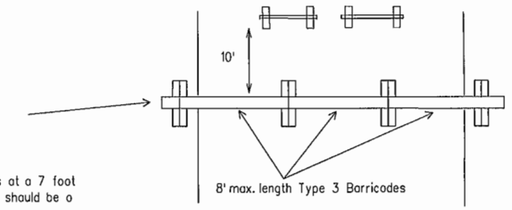
Each roadway of a divided highway shall be barricaded in the same manner.



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.

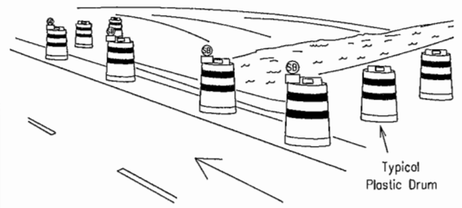
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

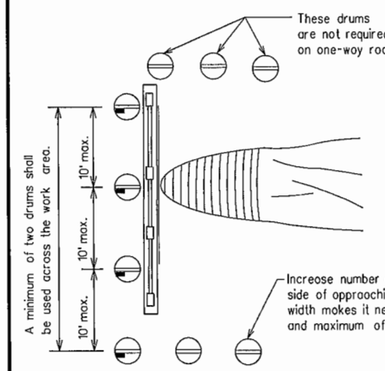
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

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.

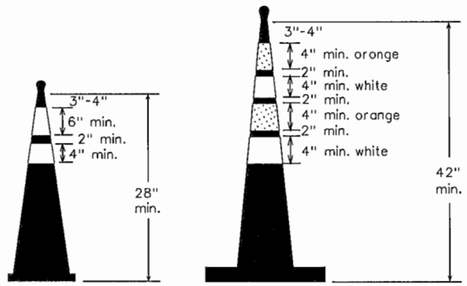


PLAN VIEW

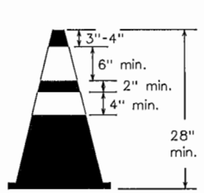
LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

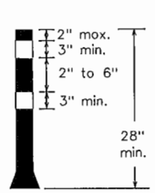
CONES



Two-Piece cones



One-Piece cones

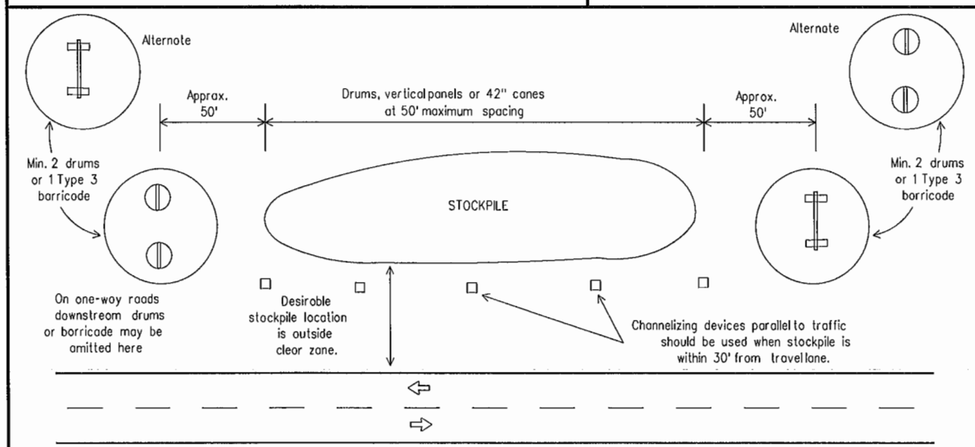


Tubular Marker

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

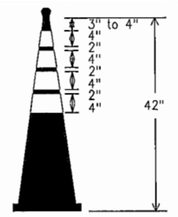
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 47

104

DATE:
FILE:

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

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.

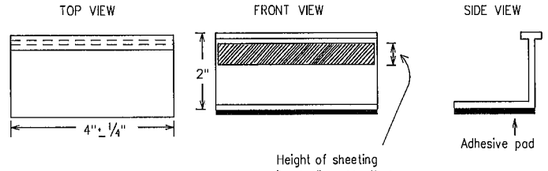
MAINTAINING WORK ZONE PAVEMENT MARKINGS

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

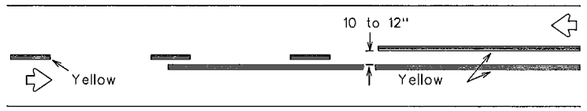
FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-98 9-07 1-02 7-13 11-02 8-14	DIST	COUNTY		SHEET NO. 48

105

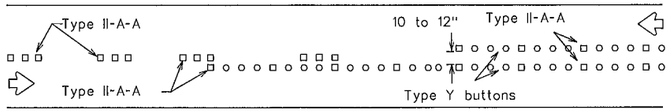
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

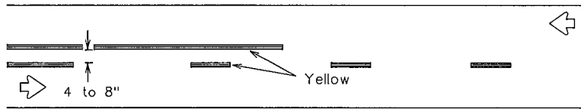
PAVEMENT MARKING PATTERNS



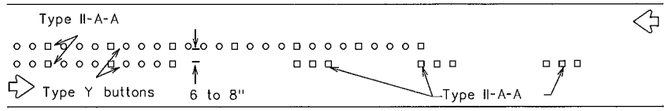
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



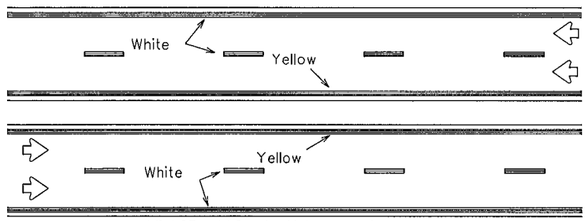
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



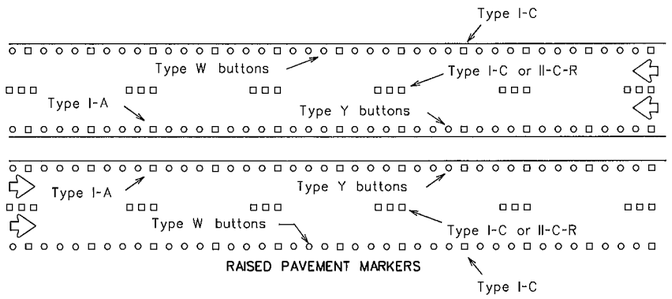
RAISED PAVEMENT MARKERS - PATTERN B

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



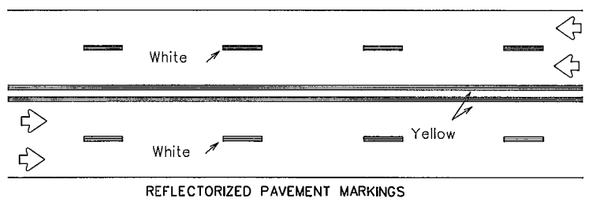
REFLECTORIZED PAVEMENT MARKINGS



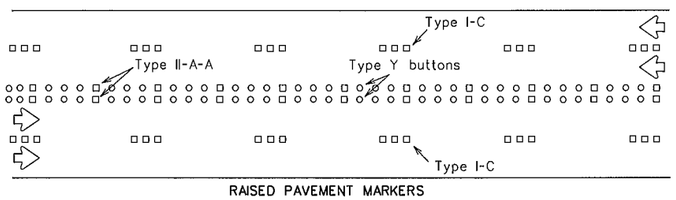
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



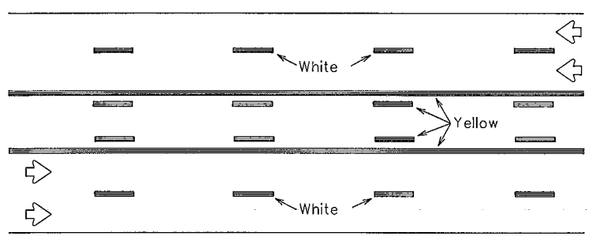
REFLECTORIZED PAVEMENT MARKINGS



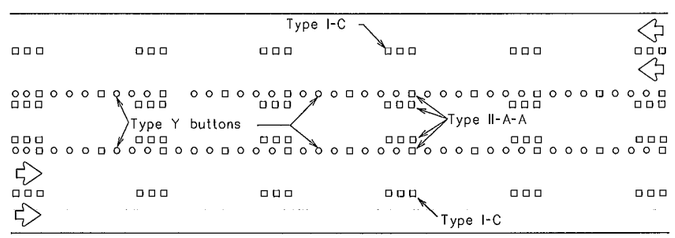
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

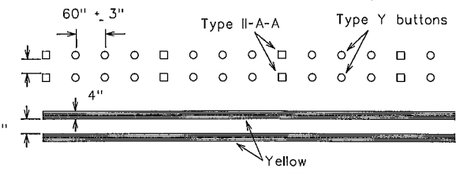
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

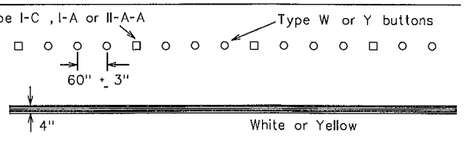
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

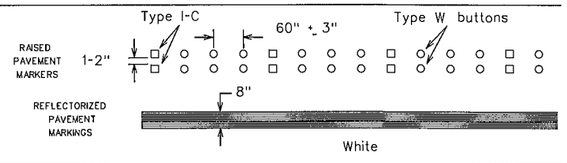


EDGE LINE OR SINGLE NO-PASSING LINE



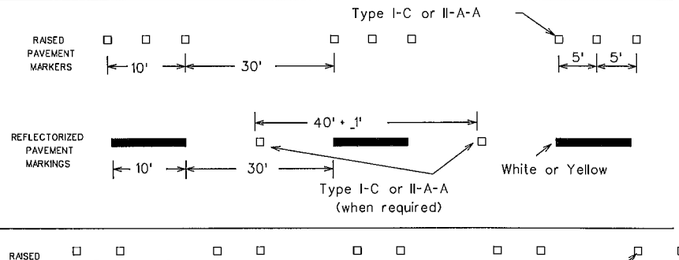
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)



BROKEN LINES

CENTER LINE OR LANE LINE

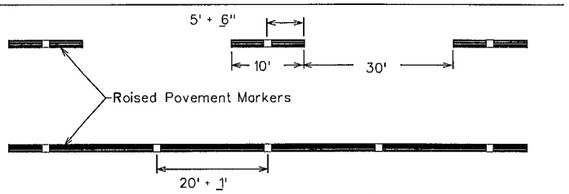


AUXILIARY OR LANEDROP LINE



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."

SHEET 12 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

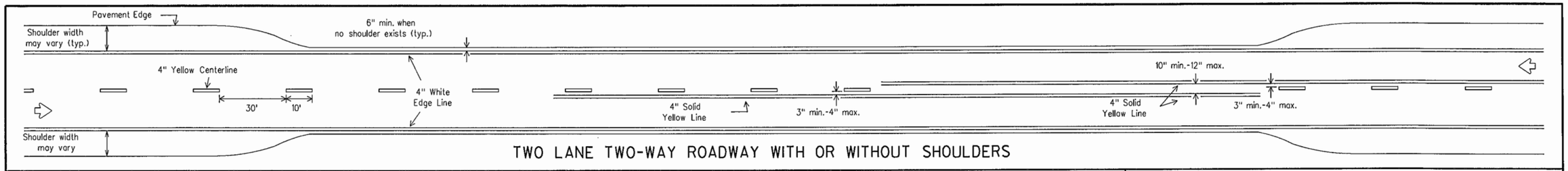
BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

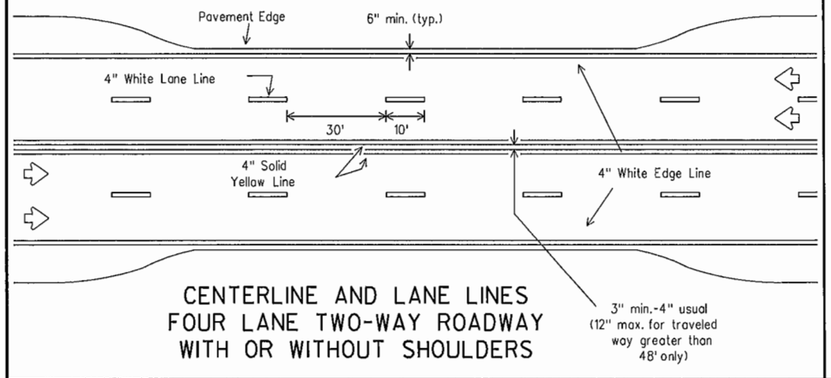
FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
1-97 9-07	DIST	COUNTY		SHEET NO.
2-98 7-13				
11-02 8-14				49

106

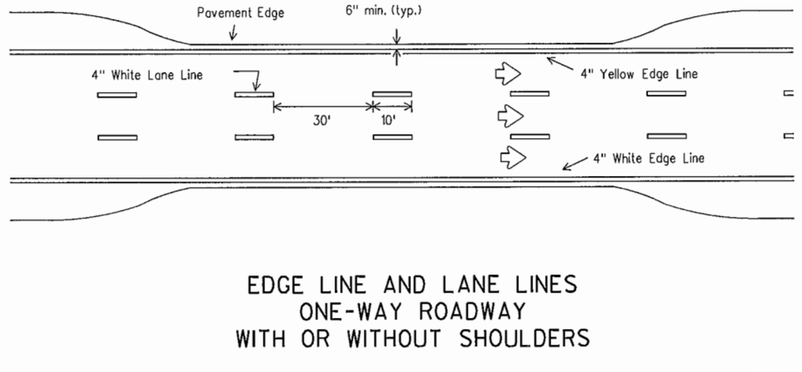
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



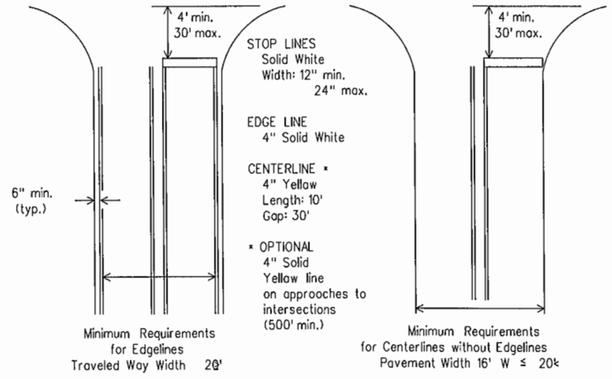
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

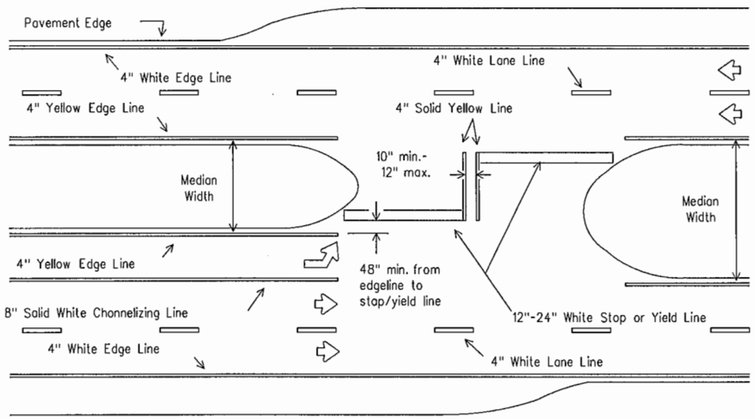


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



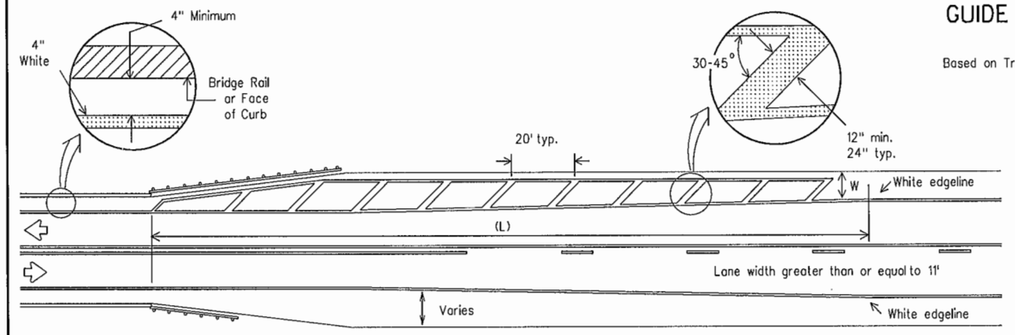
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

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 x	Formulo
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

x 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:

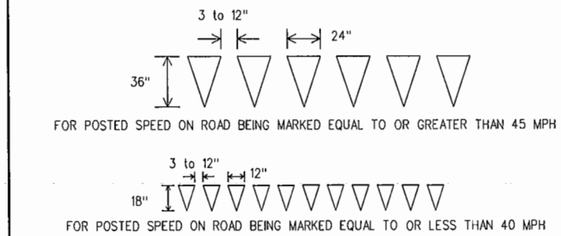
L = 4(40) ? 60 = 106.67 ft. rounded to 110 ft.

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

© TxDOT November 1978	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
5-00				
8-00	DIST	COUNTY		SHEET NO.
3-03				50
22A				

DATE:
FILE:

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.

Bid Tabulation Packet
for
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

Creation Date **Jul 8, 2019** End Date **Aug 6, 2019 3:00:00 PM CDT**

Start Date **Jul 16, 2019 1:13:25 PM CDT** Awarded Date **Not Yet Awarded**

1907-331--01-01 Please attach all documents to this line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Chasco Constructors	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** Attachments **Supplier Notes:** Bidsync Addenda 1-2 Acknowledged.			
QA CONSTRUCTION SERVICES, INC.	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
smith contracting	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Patin Construction LLC	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Pro Dirt Services **[Ad]**	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** . **Supplier Notes:**			

1907-331--01-02 Total Bid Price

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
smith contracting	First Offer - $986,624.94	1 / each	$986,624.94	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Diamond X Contracting	First Offer - $1,072,400.47	1 / each	$1,072,400.47	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Pro Dirt Services **[Ad]**	First Offer - $1,084,004.30	1 / each	$1,084,004.30	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** . **Supplier Notes:**			
Patin Construction LLC	First Offer - $1,162,320.00	1 / each	$1,162,320.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Chasco Constructors	First Offer - $1,184,904.00	1 / each	$1,184,904.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** Base Bid **Supplier Notes:**			
QA CONSTRUCTION SERVICES, INC.	First Offer - $1,331,497.02	1 / each	$1,331,497.02	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f smith contracting $986,624.94 (2/2 items)

Bid Contact **Hardin Camp II**
Hasmith923@gmail.com

Address **15308 ginger**
austin, TX 78728

Ph 512-990-7640

Agency Notes: **Supplier Notes:** **Head Attch:**

f Pro Dirt Services **[Ad]** $1,084,004.30 (2/2 items)

Bid Contact **Zachary Cason**
zach@prodirtservices.com
Ph 512-913-2553

Address **106 Paul Azinger Dr**
ROUND ROCK, TX 78664

Agency Notes: **Supplier Notes:** **Head Attch:**

f Patin Construction LLC $1,162,320.00 (2/2 items)

Bid Contact **Tim Patin**
tim@patincon.com
Ph 512-269-1071

Address **3800 West 2nd Street**
Taylor, TX 76574

Agency Notes: **Supplier Notes:** **Head Attch:**

f Chasco Constructors $1,184,904.00 (2/2 items)

Bid Contact **Rick Risener**
cassie@chasco.com
Ph 512-244-0600
Fax 512-244-6085

Address **2801 East Old Settlers Blvd.**
Round Rock, TX 78665

Bid Notes **Attached above.**

Agency Notes: **Supplier Notes:**
Attached above.
Head Attch:

f QA CONSTRUCTION SERVICES, INC. $1,331,497.02 (2/2 items)

Bid Contact **MARCOS GUTIERREZ**
jose@qacsi.com
Ph 512-637-6120

Address **5811 Blue Bluff Road**
AUSTIN, TX 78724

Agency Notes: **Supplier Notes:** **Head Attch:**

Diamond X Contracting $1,072,400.47 (1/2 items)

Bid Contact **Ronnie Duenez**
rduenez@dxcontracting.com
Ph 512-773-8997

Address **PO Box 1701**
Johnson City, TX 78636

Agency Notes: **Supplier Notes:**

**

smith contracting

Bid Contact **Hardin Camp II**
Hasmith923@gmail.com
Ph 512-990-7640

Address **15308 ginger**
austin, TX 78728

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1907-331--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each			**Y**
1907-331--01-02	Total Bid Price	**Supplier Product Code:**	**First Offer -** $986,624.94	1 / each	**$986,624.94**	**Y**	**Y**

Supplier Total **$986,624.94**

smith contracting

Item: **Total Bid Price**

Attachments

BID SYNC TRANSMITTAL LETTER.docx

Bid Bond CR 279.pdf

Bid Form.pdf

1295 CR 279.pdf

SMITH
CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

Transmittal Letter:

Re: Bid for 1907-331-CR-279

MA Smith Contracting Co., Inc.

FEIN: 74-2732663

15308 Ginger Street

Austin, TX 78728

512-990-7640 PHONE

512-990-7855 FAX

President/Secretary: Travis Ragland

Email: travisragland@smithcontinc.com

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Smith Contracting Co., Inc.

of Austin, TX

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Williamson County, Texas Purchasing Department, 901 South Austin Avenue, Georgetown, TX 78626

(hereinafter called the Obligee) in the penal sum of 5% of Bid Amount

Dollars (5% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bid #1907-331-CR 279 - Stabilizing, Milling, Sealing and Overlay

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 6th day of August , 2019 .

Witness

Smith Contracting Co., Inc. (Seal)

Principal

Title

Canellia Doss Witness

Liberty Mutual Insurance Company

By Kenneth Nitsche Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197872**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Ferguson, Violet Frosch, Kenneth Nitsche, Gary A. Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

all of the city of Giddings state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August, 2019.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CR 279 - BID FORM

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8196	3.75	30,735.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8196	0.40	3,278.40
166	6001	FERTILIZER	AC	2	1,600.00	3,200.00
168	6001	VEGETATIVE WATERING	MG	1017	18.00	18,306.00
275	6001	CEMENT	TON	479	165.00	79,035.00
275	6038	CEMENT TREAT (EXIST MATL)(DC)(8")	SY	35112	2.25	79,002.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	306	215.00	65,790.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	12290	5.00	61,450.00
341	6043	D-GR HMA TY-D PG70-22	TON	3863	105.00	405,615.00
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	3945	12.25	48,326.25
500	6001	MOBILIZATION	LS	1	90,000.00	90,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	2500.00	5,000.00
530	6005	DRIVEWAYS (ACP)	SY	2097	32.00	67,104.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1225	1.25	1,531.25
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1220	1.75	2,135.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24502	0.17	4,165.34
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24402	0.17	4,148.34
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24502	0.34	8,330.68
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	24402	0.34	8,296.68
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	560	2.10	1,176.00
					PROJECT TOTAL	986,624.94

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-525888

Date Filed:
08/06/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MA Smith Contracting Co., Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Texas Purchasing Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1907-331-CR 279
CR 279 - Stabilizing, Milling, Sealing and Overlay

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Travis Kyland, and my date of birth is 8.1.83.

My address is 15308 Ginger St. (street), Austin (city), TX (state), 78728 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 6 day of August (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.39f8039c

Supplier: **smith contracting**

Bidder References

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

Reference 1

Client Name: Location:
City of Cedar Park Cedar Park, TX

Contact Name: Title:
Alan Green City Engineer

Phone: E-mail
512-401-5000

Contract Date To: Contract Date From: Contract Value: $
Jan 2016 JUNE 2015 2,203,499.56

Scope of Work:
Project includes approximately 4,743 SY of asphalt pavement widening, 8,461 LF of curb and gutter, bridge widening, mill & overlay of existing pavement, driveways, sidewalks, and drainage improvements.

Reference 2

Client Name: Location:
Williamson County Libetry Hill, TX

Contact Name: Title:
Clayton Weber Contract Manager

Phone: E-mail
512-527-6718 cweber@hntb.com

Contract Date To: Contract Date From: Contract Value: $
07/31/14 05/06/14 532,242.89

Scope of Work:
Complete Street Reconstruction with base and asphalt. Also included curb & gutter, box culverts, traffic signal, driveways, and revegetation.

Reference 3

Client Name: Location:
Travis County Purchasing Austin, Texas

Contact Name: Title:
Tony Valdez Project Manager

Phone: E-mail
512-854-7567 Tony.Valdez@traviscountytx.gov

Contract Date To: Contract Date From: Contract Value: $
10/21/15 8/1/17 7,690,324.08

Scope of Work:
Construction of two lane rural collector with shoulders, consisting of: Asphalt, Base, Grading, Retaining Walls, Culvert Structures, Erosion Control, Concrete Driveways, and Signage and Pavement Markings.

Supplier: **smith contracting**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

MA Smith Contracting Co Inc

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

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

None

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Travis Ragland — Signature of vendor doing business with the governmental entity

08/06/19 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **smith contracting**

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.

Supplier: **smith contracting**

BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Name of Bidder:	**MA Smith Contracting Co Inc**
Address of Bidder:	**15308 Ginger St, Austin, TX 78728**
Email:	**travisragland@smithcontinc.com**
Telephone:	**512-990-7640**
Printed Name of Person Submitting Affidavit:	**Travis Ragland**
Signature of Person Submitting Affidavit:	**Travis Ragland**

Cooperative Purchasing Program

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named **Travis Ragland**
on this the **6**day of **August**, 20**19**.

Misty Roberts
Notary Public in and for

The State of **Texas**

The County of **Travis**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **smith contracting**

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.

Pro Dirt Services

Bid Contact **Zachary Cason**
zach@prodirtservices.com
Ph 512-913-2553

Address **106 Paul Azinger Dr**
ROUND ROCK, TX 78664

Item #	Line Item	Notes		Unit Price	Qty/Unit		Attch.	Docs
1907-331--01-01	Please attach all documents to this line	**Supplier Product Code:** .	**First Offer -**		1 / each			**Y**
1907-331--01-02	Total Bid Price	**Supplier Product Code:** .	**First Offer -**	$1,084,004.30	1 / each	**$1,084,004.30**	**Y**	**Y**

Supplier Total **$1,084,004.30**

Pro Dirt Services

Item: **Total Bid Price**

Attachments

CCF_000736.pdf

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Pro Dirt Services, LLC, P.O. Box 1508, Pflugerville, TX 78691
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,
FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424
(Here insert lull name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto
Williamson County

(Here insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of Greatest Amount Bid Dollars ($ 5% GAB),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
CR279 Stabilzation and overlay project
(Here insert lull name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of August , 20 19

(Witness)

Pro Dirt Services, LLC
(Principal) (Seal)

(Title)

Tom Mulanax (Witness)

FCCI Insurance Company
(Surety) (Seal)

Jeremy Farque, Attorney-In-Fact

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

FCCI INSURANCE GROUP
More than a policy. A promise.

10-00055001

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:
Tom Mulanax, David Whorton, Michael Whorton, Noe Moreno, Rachel Martinez, Pollyanna Lengel; Jeremy Farque

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $7,500,000): $7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso
Notary Public, State of Florida
Commission No.GG 19777
My Commission Expires: 09/25/20

Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso
Notary Public, State of Florida
Commission No.GG 19777
My Commission Expires: 09/25/20

Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 5th day of August 2019

Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

1-IONA-3592-NA-04 8/16

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border

CR 279 - BID FORM

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8196	5.00	$40,980.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8196	1.10	$9,015.60
166	6001	FERTILIZER	AC	2	1475.00	$2,950.00
168	6001	VEGETATIVE WATERING	MG	1017	50.00	$50,850.00
275	6001	CEMENT	TON	479	175.00	$83,825.00
275	6038	CEMENT TREAT (EXIST MATL)(DC)(8")	SY	35112	4.00	$140,448.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	306	205.00	$62,730.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	12290	5.00	$61,450.00
341	6043	D-GR HMA TY-D PG70-22	TON	3863	97.00	$374,711.00
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	3945	11.50	$45,367.50
500	6001	MOBILIZATION	LS	1	50,000.00	$50,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	20,000.00	$40,000.00
530	6005	DRIVEWAYS (ACP)	SY	2097	40.00	$83,880.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1225	4.00	$4,900.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1220	4.00	$4,880.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24502	0.20	$4,900.40
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24402	0.20	$4,880.40
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24502	0.35	$8,575.70
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	24402	0.35	$8,540.70
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	560	2.00	$1,120.00
					PROJECT TOTAL	$1,084,004.30

1,056,027.1

Supplier: **Pro Dirt Services**

Bidder References

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

Reference 1

Client Name: **HTH Capital**

Location: **2601 Chandler Creek Blvd, Round Rock Tx**

Contact Name: **Will Blackbird**

Title: **Vice President**

Phone: **(512)917-0157**

E-mail **wblackbird@hthcapital.com**

Contract Date To: **Dec, 2017**

Contract Date From: **Mar, 2017**

Contract Value: $ **720000**

Scope of Work: **Residential Development(General Contractor**

Reference 2

Client Name: **Burnet County**

Location: **County Road 120**

Contact Name: **Comissioner Jim Luther**

Title: **Cimissioner**

Phone: **(512)755-9111**

E-mail **commissionerpct1@burnetcountytexas.org**

Contract Date To: **Jan, 2019**

Contract Date From: **Mar, 2019**

Contract Value: $ **1,450,000**

Scope of Work: **Rehab 4 miles of county road and raise 2 low water crossings.**

Reference 3

Client Name:
Burnet County

Location:
220 S Pierce St, Burnet Tx

Contact Name:
Commissioner Joe Don Dockery

Title:
Commissioner

Phone:
commissionerpct4@burnetcountytexas.org

E-mail

Contract Date To:
March, 2018

Contract Date From:
April, 2018

Contract Value: $
300000

Scope of Work:
County Road Rehabilitation

Supplier: **Pro Dirt Services**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Williamson County

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

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

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Pro Dirt Services**

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.

Supplier: **Pro Dirt Services**

BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Name of Bidder:	**Pro Dirt Services, LLC**
Address of Bidder:	**P.O. Box 1508, Pflugerville Tx, 78691**
Email:	**zach@prodirtservices.com**
Telephone:	**(512)913-2553**
Printed Name of Person Submitting Affidavit:	**Tony Dill**
Signature of Person Submitting Affidavit:	**Tony Dill**

Cooperative Purchasing Program

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named **Tony Dill**
on this the **13**day of **March**, 20**19**.

Zachary Cason
Notary Public in and for

The State of **Texas**

The County of **zach@prodirtservices.com**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Pro Dirt Services**

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.

Patin Construction LLC

Bid Contact **Tim Patin**
tim@patincon.com
Ph 512-269-1071

Address **3800 West 2nd Street**
Taylor, TX 76574

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1907-331--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**
1907-331--01-02	Total Bid Price	**Supplier Product Code:**	**First Offer -** $1,162,320.00	1 / each	**$1,162,320.00**		**Y**

Supplier Total **$1,162,320.00**

Patin Construction LLC

Item: **Please attach all documents to this line**

Attachments

Bid Bond.pdf

Bid_Form_CR_279_Stabilizing_Milling_and_Overlay.pdf

BID BOND

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

KNOW ALL BY THESE PRESENTS: That we Patin Construction, LLC, called the Principal, and Argonaut Insurance Company, an Illinois corporation, called the Surety, are held and firmly bound unto Williamson County-Department of Infrastructure , called the Obligee, in the sum of FIVE PERCENT OF THE AMOUNT BID (5%), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for CR 279 Improvements ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid within the greater of 60 days from submission of the bid or the time specified in the bid documents, or within such time period as may be agreed by the Obligee and Principal, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and in such event the Obligee shall obtain the Surety's consent for an extension beyond ninety (90) days.

Signed this 6th day of August , 2019.

PRINCIPAL

Patin Construction, LLC

_____

, Title President

ARGONAUT INSURANCE COMPANY

_____

Kenneth Nitsche , Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Violet Frosch, Gary Nitsche, Kenneth Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M MEEKS
Notary Public, State of Texas
Comm. Expires 07-15-2021
Notary ID 557902-8

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of August, 2019.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

_____

James Bluzard , Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

CR 279 - BID FORM

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8196	4.00	32,784.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8196	0.50	4,098.00
166	6001	FERTILIZER	AC	2	5,000.00	10,000.00
168	6001	VEGETATIVE WATERING	MG	1017	10.00	10,170.00
275	6001	CEMENT	TON	479	170.00	81,430.00
275	6038	CEMENT TREAT (EXIST MATL)(DC)(8")	SY	35112	5.80	203,649.60
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	306	241.50	73,899.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	12290	5.52	67,840.80
341	6043	D-GR HMA TY-D PG70-22	TON	3863	115.00	444,245.00
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	3945	13.80	54,441.00
500	6001	MOBILIZATION	LS	1	58,000.00	58,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	1,200.00	2,400.00
530	6005	DRIVEWAYS (ACP)	SY	2097	31.80	66,684.60
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1225	1.20	1,470.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1220	1.20	1,464.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24502	0.40	9,800.80
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24402	0.40	9,760.80
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24502	0.60	14,701.20
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	24402	0.60	14,641.20
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	560	1.50	840.00
					PROJECT TOTAL	1,162,320.00

Supplier: **Patin Construction LLC**

Bidder References

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

Reference 1

Client Name: **City of Round Rock, Texas**
Location: **Round Rock**

Contact Name: **Randy Crum**
Title: **City Project Manager**

Phone: **(512) 218-5555**
E-mail **randyc@roundrocktexas.gov**

Contract Date To: **Jan 2013**
Contract Date From: **Jan 2014**
Contract Value: $ **4,190,000**

Scope of Work:
San Saba and West Liberty
Project Description - Streetscape, Electrical Conduct, Water, Sewer, Storm Sewer, New Streets, Concrete.

Reference 2

Client Name: **City of Georgetown**
Location: **Georgetown**

Contact Name: **Joel Weaver**
Title: **Project Manager**

Phone: **(512) 931-7698**
E-mail **joel.weaver@georgetown.org**

Contract Date To: **September 2014**
Contract Date From: **Sept 2015**
Contract Value: $ **784,000**

Scope of Work:
Project â 9th Street Reconstruction
Project Description â Streetscape, Electrical Conduit, Drainage, Sewer, Water Pipe, Roadways, Landscaping and Lighting.

Reference 3

Client Name: **City of Pflugerville**

Location: **Pflugerville**

Contact Name: **Dan Franz**

Title: **City Engineer**

Phone: **(512) 990-6341**

E-mail

Contract Date To: **June 2013**

Contract Date From: **January 2014**

Contract Value: $ **2,500,000**

Scope of Work:
Project â Colorado Sands Drive
Project Description â New Road including Storm Sewer, Water, Sanitary Sewer, Paving, Concrete Curb & Gutter, Sidewalks, Site Lighting.

Supplier: **Patin Construction LLC**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Patin Construction LLC

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

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

None

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**
None

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

7 Signature is not required if completing in BIDSYNC electronically;

Tim Patin — Signature of vendor doing business with the governmental entity

08-06-2019 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Patin Construction LLC**

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.

Supplier: **Patin Construction LLC**

BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Name of Bidder:	**Patin Construction LLC**
Address of Bidder:	**3800 West 2nd Street**
Email:	**tim@patincon.com**
Telephone:	**5122691071**
Printed Name of Person Submitting Affidavit:	**Tim Patin**
Signature of Person Submitting Affidavit:	**Tim Patin**

Cooperative Purchasing Program

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named **Tim H Patin**
on this the **06**day of **August**, 20**19**.

Notary Public in and for

The State of **TX**

The County of **Williamson**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Patin Construction LLC**

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 t 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 t 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 t 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.

Chasco Constructors

Bid Contact **Rick Risener**
cassie@chasco.com
Ph 512-244-0600
Fax 512-244-6085

Address **2801 East Old Settlers Blvd.**
Round Rock, TX 78665

Bid Notes **Attached above.**

Item #	Line Item	Notes		Unit Price	Qty/Unit		Attch.	Docs
1907-331--01-01	Please attach all documents to this line	**Supplier Product Code:** Attachments **Supplier Notes:** Bidsync Addenda 1-2 Acknowledged.	**First Offer -**		1 / each		**Y**	**Y**
1907-331--01-02	Total Bid Price	**Supplier Product Code:** Base Bid	**First Offer -**	$1,184,904.00	1 / each	**$1,184,904.00**		**Y**

Supplier Total **$1,184,904.00**

Chasco Constructors

Item: **Please attach all documents to this line**

Attachments

Bid Bond.pdf

References.pdf

Resolution.pdf

Bid Form.pdf

1907-331

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Chasco Constructors

_____ of Round Rock, TX

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Williamson County, Texas

(hereinafter called the Obligee) in the penal sum of five percent of the amount bid.

_____ Dollars (---5%---)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for CR 279 Stabilizing, Milling, Sealing, & Overlay

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 14th day of August, 2019.

Witness

Chasco Constructors (Seal)

Principal

President

Title

Jennifer J. Biehle Witness

Liberty Mutual Insurance Company

By

Robert James Nitsche Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

LMS-10053 10/99

Williamson County, Texas

BidSync

8/6/2019

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197872**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Ferguson, Violet Frosch, Kenneth Nitsche, Gary A. Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

all of the city of Giddings state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August 2019

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees. Williamson County, Texas

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BidSync

8/6/2019

Chasco Constructors

5/13/2019

JOB #	PROJECT	OWNER	ARCHITECT (OR ENGINEER IF PROJECT IS CIVIL WORK ONLY)	DESCRIPTION	FINAL CONTRACT AMOUNT	PROCUREMENT METHOD	SERVICES PROVIDED	PROJECT START DATE	ORIGINAL CONTRACT LENGTH	ACTUAL COMPLETION DATE
17146	GEORGETOWN INNER LOOP AT WILCO WAY IMPROVEMENT GEORGETOWN, TX	WILLIAMSON COUNTY (512) 943-3330	RODRIGUEZ TRANSPORTATION GROUP ROBERT CARRILLO (512) 231-9544	THE INNER LOOP PROJECT FOR WILLIAMSON COUNTY CONSISTS OF THE CONSTRUCTION OF 3 NEW TURN LANES INCLUDING EXCAVATION, EMBANKMENT, NEW ASPHALT PAVEMENT SECTIONS, UTILITY ADJUSTMENTS, NEW AND EXTENDED CULVERTS, CONCRETE SIDEWALKS CONCRETE SLOPE PROTECTION, DRAINAGE FLUMES, AND PAVEMENT MARKINGS.	$5,580,209.02	COMPETITIVE BID	GENERAL CONTRACTOR	Oct-17	420 CD	Jan-19
18011	MCNEIL ROAD EXTENSION ROUND ROCK, TX	CITY OF ROUND ROCK, TEXAS CHRIS LOPEZ (512) 218-7026	ATKINS NORTH AMERICA, INC. STEVEN R. LINDSEY (512) 327-6840	THIS CITY OF ROUND ROCK PROJECT CREATES A BYPASS FOR THE DOWNTOWN AREA. MAJOR WORK ITEMS INCLUDE CONCRETE AND ASPHALT DEMOLITION. WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS. EXCAVATION AND EMBANKMENT FOR THE NEW AND RECONSTRUCTED ASPHALT PAVEMENT SECTIONS. SIGNAGE. PAVEMENT MARKINGS. ILLUMINATION. AND SIDEWALKS. STAMPED CONCRETE MEDIANS AND DRIVEWAYS.	$1,876,166.05	COMPETITIVE BID	GENERAL CONTRACTOR	Mar-18	240 CD	Jan-19
16169	CR 110 SOUTH GEORGETOWN, TX	WILLIAMSON COUNTY J. TERRON EVERTSON, PE (512) 943-3330	DANNENBAUM ENGINEERING COMPANY TOMMY LEVARIO (512) 345-8505	CONSTRUCTION OF A NEW 2.2 MILE THREE LANE ROADWAY WITH CONTINUOUS LEFT TURN LANE. CONSTRUCTION INCLUDED A 5,800 SF BRIDGE, 23,000 TONS OF ASPHALT PAVING, 60,000 TONS OF BASE, 110,000 CY OF GRADING, AND 6,000 SF OF MSE RETAINING WALLS. IT ALSO INCLUDED 11,000 FEET OF 16" WATERLINE WHICH REQUIRED A 290 FT BORE. THE 12" WATERLINE REQUIRED A 590 FT BORE.	$10,320,910.58	COMPETITIVE BID	GENERAL CONTRACTOR	May-17	510 CD	Jul-18

Recently Completed Projects

1907-331

RESOLUTION
OF
CHASCO CONTRACTING GP, LLC,
Texas Limited Liability Company ("Company")
In its capacity as general partner of
CHASCO CONSTRUCTORS, LTD., LLP
a Texas Limited Partnership ("Partnership")

We, being all of the managers of the Company organized under the Texas Limited Liability Company Act, do by this writing consent to take the following action and adopt the following resolutions:

RESOLVED, the Company is manager ruled.

RESOLVED, that the following persons will serve in the capacity so indicated on behalf of the Partnership when the Partnership is acting as General Partner of Chasco Constructors, Ltd., L.L.P.:

Name of Person	Title
Charles J. Glace, Jr.	President
Anthony J. Glace	Vice President
Charles R. King	Vice President, Secretary and Treasurer

RESOLVED, that subject to the supervisory powers, if any, as may be given by the Company, the President shall be the chief executive officer of the Partnership and shall, in general, supervise and control all of the business and affairs of the Partnership. He shall see that all orders and resolutions of the Company are carried out, subject however, to the right of the Company to delegate specific powers, to any other officer of the Partnership. The President shall preside at all meetings of the Partnership. The President may execute any deeds, mortgages, bonds, contracts, or other instruments, in the name of the Partnership, except in cases where the signing and execution thereof shall be delegated by the Company, to some other officer or agent of the Partnership, or shall be required by law to be otherwise signed and executed. The President shall have such other powers and perform such other duties as from time to time may be prescribed by the Company.

Williamson County, Texas

BidSync

8/6/2019

1907-331

p. 117

RESOLVED, that in the absence or disability of the President, the Vice President shall perform all the duties of the President. When so acting the Vice President shall have all the powers of and be subject to all of the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the President. If there is more than one Vice-President, the Senior Vice Presidents, in order of their rank as fixed by the President, or if not ranked, the Vice-President designated by the President, shall perform all of the duties of the President. When so acting the Vice President shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the President.

RESOLVED, that the Secretary shall attend all meetings of the Partnership and shall record all votes and the minutes of all proceedings in a book suitable for that purpose. He shall give or cause to be given notice of all meetings of the Partnership. The Secretary shall have such other powers and perform such other duties as from time to time may be prescribed by the President.

RESOLVED, that the Treasurer shall have the custody of the Partnership funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Partnership and shall deposit all moneys and other valuable effects in the name and to the credit of the Partnership in such depositories as may be designated by the President. The Treasurer shall disburse the funds of the Partnership as may be ordered by the President, taking proper vouchers for such disbursements. He shall keep and maintain or cause to be kept and maintained, the Partnership's books of account and shall render to the President an account of all his transactions as Treasurer and of the financial condition of the Partnership and exhibit his books, records and accounts to the President at any reasonable time. He shall disburse funds for capital expenditures as authorized by the President in accordance with the orders of the President, and present to the President for attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. He shall make a detailed annual report of the entire business and financial condition of the Partnership. If required by the President, he shall give the Partnership a bond in such sum and with such surety or sureties as shall be satisfactory to the President for the faithful performance of the duties of his office and for the restoration to the Partnership, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Partnership. The Treasurer shall have such other powers and perform such other duties as from time to time may be prescribed by the President.

This written consent may be executed in one or more counterparts, all of which together shall be one and the same instrument.

Williamson County, Texas

BidSync

8/6/2019

1907-331

Dated: January 5, 2016

Charles J Glace JR

CHARLES J. GLACE, JR., Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on February 15, 2016, by Charles J. Glace, Jr., in his capacity as Manager of **CHASCO CONTRACTING GP, LLC**, on behalf of said limited liability company.

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS

AIMEE C REISWIG
My Commission Expires
May 28, 2019

Williamson County, Texas

BidSync

8/6/2019

1907-331

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

p. 119

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Limited Partnership for CHASCO CONSTRUCTORS, LTD., L.L.P. (file number 800156680), a Domestic Limited Partnership (LP), was filed in this office on December 27, 2002.

It is further certified that the entity status in Texas is in existence.

Delayed Effective date: December 31, 2002

Williamson County, Texas

BidSync

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 15, 2010.

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at http://www.sos.state.tx.us/
Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 298984330004

8/6/2019

1907-331
p. 120
Williamson County, Texas
BidSync
8/6/2019

Franchise Tax Account Status

As of: 05/29/2013 11:16:56 AM

This Page is Not Sufficient for Filings with the Secretary of State

CHASCO CONSTRUCTORS, LTD., L.L.P.	
Texas Taxpayer Number	11418625213
Mailing Address	PO BOX 1057 ROUND ROCK, TX 78680-1057
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	12/31/2002
Texas SOS File Number	0800156680
Registered Agent Name	CHARLES J GLACE
Registered Office Street Address	2801 E. OLD SETTLERS BLVD. ROUND ROCK, TX 78665

CR 279 - BID FORM						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8196	$ 6.00	$ 49,176.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8196	$ 0.35	$ 2,868.60
166	6001	FERTILIZER	AC	2	$ 510.00	$ 1,020.00
168	6001	VEGETATIVE WATERING	MG	1017	$ 15.00	$ 15,255.00
275	6001	CEMENT	TON	479	$ 180.00	$ 86,220.00
275	6038	CEMENT TREAT (EXIST MATL)(DC)(8")	SY	35112	$ 6.00	$ 210,672.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	306	$ 215.00	$ 65,790.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	12290	$ 5.00	$ 61,450.00
341	6043	D-GR MHA TY-D PG70-22	TON	3863	$ 100.00	$ 386,300.00
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	3945	$ 12.00	$ 47,340.00
500	6001	MOBILIZATION	LS	1	$ 110,000.00	$ 110,000.00
502	6001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	2	$ 17,795.00	$ 35,590.00
530	6005	DRIVEWAYS (ACP)	SY	2097	$ 38.00	$ 79,686.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1225	$ 1.20	$ 1,470.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	1220	$ 1.20	$ 1,464.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24502	$ 0.20	$ 4,900.40
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24402	$ 0.20	$ 4,880.40
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24502	$ 0.40	$ 9,800.80
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	24402	$ 0.40	$ 9,760.80
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	560	$ 2.25	$ 1,260.00
					PROJECT TOTAL	**$ 1,184,904.00**

Supplier: **Chasco Constructors**

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:
Attached

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: $

Chasco

Scope of Work:

Supplier: **Chasco Constructors**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

None

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;

Charles J. Glace, Jr. — Signature of vendor doing business with the governmental entity

07/29/2019 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Chasco Constructors**

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.

Supplier: **Chasco Constructors**

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:	**Chasco Constructors, Ltd., LLP.**
Address of Bidder:	**PO Box 1057, Round Rock, TX 78680**
Email:	**cassie@chasco.com**
Telephone:	**5122440600**
Printed Name of Person Submitting Affidavit:	**Charles J. Glace, Jr.**
Signature of Person Submitting Affidavit:	**Charles J. Glace, Jr.**

Cooperative Purchasing Program

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Chasco Constructors**

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.

QA CONSTRUCTION SERVICES, INC.

Bid Contact **MARCOS GUTIERREZ**
jose@qacsi.com
Ph 512-637-6120

Address **5811 Blue Bluff Road**
AUSTIN, TX 78724

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1907-331--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**
1907-331--01-02	Total Bid Price	**Supplier Product Code:**	**First Offer -** $1,331,497.02	1 / each	**$1,331,497.02**	**Y**	**Y**

Supplier Total **$1,331,497.02**

QA CONSTRUCTION SERVICES, INC.

Item: **Please attach all documents to this line**

Attachments

Bid form.pdf

BID Bond.pdf

Bid Form - QA CONSTRUCTION SERVICES INC.

CR 279 - ESTIMATE OF QUANTITIES SUMMARY

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNITE PRICE	COST
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8196	$ 2.00	$ 16,392.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8196	$ 1.00	$ 8,196.00
166	6001	FERTILIZER	AC	2	$ 500.00	$ 1,000.00
168	6001	VEGETATIVE WATERING	MG	1017	$ 4.11	$ 4,179.87
275	6001	CEMENT	TON	479	$ 155.00	$ 74,245.00
275	6038	CEMENT TREAT (EXIST MATL){DC)(8")	SY	35112	$ 8.00	$ 280,896.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	306	$ 230.00	$ 70,380.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	12290	$ 5.60	$ 68,824.00
341	6043	D-GR HMA TY-D PG70-22	TON	3863	$ 130.00	$ 502,190.00
354	6021	PLANE ASPH CONG PAV (O" TO 2")	SY	3945	$ 14.00	$ 55,230.00
500	6001	MOBILIZATION	LS	1	$ 101,500.00	$ 101,500.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$ 25,000.00	$ 50,000.00
530	6005	DRIVEWAYS (ACP)	SY	2097	$ 32.00	$ 67,104.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1225	$ 1.31	$ 1,604.75
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1220	$ 1.31	$ 1,598.20
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24502	$ 0.20	$ 4,900.40
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24402	$ 0.20	$ 4,880.40
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24502	$ 0.35	$ 8,575.70
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	24402	$ 0.35	$ 8,540.70
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	560	$ 2.25	$ 1,260.00
					PROJECT TOTAL	**$ 1,331,497.02**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we QA Construction Services, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** as surety, hereinafter called the "Surety," are held and firmly bound unto Williamson County as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for CR 279 Stabilizing Milling Sealing & Overlay

Proj. No. 1907-331

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 6th day of August, 2019.

QA Construction Services, Inc.
(Principal)

BY: _____

TITLE: President

SURETEC INSURANCE COMPANY

BY: John Y Buchanan
John Y. Buchanan , Attorney-in-Fact

POA #: 5273843

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John Y. Buchanan

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: QA Construction Services, Inc.
Obligee: Williamson County
Amount: $ 1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

SURETEC INSURANCE COMPANY

By: _____
John Knox, Jr., President

State of Texas
County of Harris ss:

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

_____
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of August 2019, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



QA CONSTRUCTION SERVICES, INC.

Item: **Total Bid Price**

Attachments

Bid form.pdf

Bid Form - QA CONSTRUCTION SERVICES INC.

CR 279 - ESTIMATE OF QUANTITIES SUMMARY

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNITE PRICE	COST
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8196	$ 2.00	$ 16,392.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8196	$ 1.00	$ 8,196.00
166	6001	FERTILIZER	AC	2	$ 500.00	$ 1,000.00
168	6001	VEGETATIVE WATERING	MG	1017	$ 4.11	$ 4,179.87
275	6001	CEMENT	TON	479	$ 155.00	$ 74,245.00
275	6038	CEMENT TREAT (EXIST MATL){DC)(8")	SY	35112	$ 8.00	$ 280,896.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	306	$ 230.00	$ 70,380.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	12290	$ 5.60	$ 68,824.00
341	6043	D-GR HMA TY-D PG70-22	TON	3863	$ 130.00	$ 502,190.00
354	6021	PLANE ASPH CONG PAV (O" TO 2")	SY	3945	$ 14.00	$ 55,230.00
500	6001	MOBILIZATION	LS	1	$ 101,500.00	$ 101,500.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$ 25,000.00	$ 50,000.00
530	6005	DRIVEWAYS (ACP)	SY	2097	$ 32.00	$ 67,104.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1225	$ 1.31	$ 1,604.75
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1220	$ 1.31	$ 1,598.20
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24502	$ 0.20	$ 4,900.40
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24402	$ 0.20	$ 4,880.40
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24502	$ 0.35	$ 8,575.70
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	24402	$ 0.35	$ 8,540.70
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	560	$ 2.25	$ 1,260.00
					PROJECT TOTAL	**$ 1,331,497.02**

Supplier: **QA CONSTRUCTION SERVICES, INC.**

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: **University of Texas**
Location: **2200 E 6th, Austin, TX 78702**

Contact Name: **Robert Hengst**
Title: **Structural Engineer**

Phone: **512-475-9154**
E-mail **robert.hengst@austin.utexas.com**

Contract Date To: **09/17/2018**
Contract Date From: **06/29/2018**
Contract Value: $ **99,990.00**

Scope of Work:
UT Charter School Courtyard Sub-grade & Drainage

Reference 2

Client Name: **Goforth SUD**
Location: **Kyle Texas**

Contact Name: **Mario Tobias**
Title: **General Manager**

Phone: **512-644-4640**
E-mail **mario@goforthwater.org**

Contract Date To: **03/01/2019**
Contract Date From: **10/01/2018**
Contract Value: $ **190,750.00**

Scope of Work:
Install 3,400 LF of 8" PVC Water line extension to include Highway bores, driveway repairs, fire hydrants, gate valves, etc.

Reference 3

Client Name: Location:
City of Cedar park Cedar Park Town Center, TX

Contact Name: Title:
Randall Lueders Project Manager

Phone: E-mail
512-401-5354 randall.lueders@cedarparktexas.gov

Contract Date To: Contract Date From: Contract Value: $
05/05/2019 12/05/2018 371,905.00

Scope of Work:
Install Pedestrian Bridge and Pathway at Town Center.

Supplier: **QA CONSTRUCTION SERVICES, INC.**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

N/A

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity **01/15/2019** Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **QA CONSTRUCTION SERVICES, INC.**

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.

Supplier: **QA CONSTRUCTION SERVICES, INC.**

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:	**QA Construction Services Inc.**
Address of Bidder:	**5811 Blue Bluff Road**
Email:	**jose@qacsi.com**
Telephone:	**512-637-6120**
Printed Name of Person Submitting Affidavit:	**Jose Ruiz**
Signature of Person Submitting Affidavit:	**Jose Ruiz**

Cooperative Purchasing Program

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **QA CONSTRUCTION SERVICES, INC.**

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.

Diamond X Contracting

Bid Contact **Ronnie Duenez**
rduenez@dxcontracting.com
Ph 512-773-8997

Address **PO Box 1701**
Johnson City, TX 78636

Item #	Line Item	Notes		Unit Price	Qty/Unit		Attch.	Docs
1907-331--01-01	Please attach all documents to this line					No Bids		
1907-331--01-02	Total Bid Price	**Supplier Product Code:**	**First Offer -**	$1,072,400.47	1 / each	**$1,072,400.47**	**Y**	**Y**

Diamond X Contracting

Item: **Total Bid Price**

Attachments

Diamond X Contracting response.pdf

Solicitation 1907-331

CR 279 Stabilizing, Milling, Sealing and Overlay

Bid Designation: Public

WILLIAMSON COUNTY
1848

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	Jul 16, 2019 1:13:25 PM CDT
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 Purchasing Specialist III 512-943-1553 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 Attendance is optional Location: Department of Infrastructure Williamson County Road & Bridge 3151 S.E. Inner Loop, Suite B 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**

Addendum # 1

New Documents	Bid Form_CR 279 Stabilizing Milling and Overlay.pdf

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	1,072,400.47
Delivery Location	Williamson County, Texas No Location Specified

Qty 1

Description
Total Bid Price

$ 1,072,400.47

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:
Angelisle LP	Driftwood, TX

Contact Name:	Title:
Jeff Maddux	Owner

Phone:	E-mail
512-263-2244	jeff@ranchesandrivers.com

Contract Date To:	Contract Date From:	Contract Value: $
6/19	1/19	358,746.06

Scope of Work:
Constructed roadway in subdivision.

Reference 2

Client Name:	Location:
The Hanging Vine	Stonewall, TX

Contact Name:	Title:
Kevin Daffer	Owner

Phone:	E-mail
512-296-6654	kbdaffer@gmail.com

Contract Date To:	Contract Date From:	Contract Value: $
5/19	4/19	117,725.00

Scope of Work:
Constructing TXDOT turn lane.

Reference 3

Client Name:	Location:
City of Cotulla	Cotulla, TX

Contact Name:	Title:
Larry Dovalina	City Administrator

Phone:	E-mail
830-879-3285	

Contract Date To:	Contract Date From:	Contract Value: $
5/16	3/15	2,185,334.51

Scope of Work:

Repaired city streets.

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.**

N/A

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.) N/A

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

N/A

Name of Officer

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

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

☐ Yes ☐ No N/A

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?

N/A

☐ Yes ☐ No

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

N/A

6 N/A ☐ 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.

N/A

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

Williamson County, Texas Bid 1907-331

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Name of Bidder:	Diamond X Contracting
Address of Bidder:	204 E. Pecan St. Johnson City, TX. 78636
Email:	dcoleman@dxContracting.com
Telephone:	(512) 848-4604
Printed Name of Person Submitting Affidavit:	David Coleman
Signature of Person Submitting Affidavit:	D Cole

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.

Williamson County, Texas Bid 1907-331

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 David Coleman (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, David Coleman, (*Name of Signer*) am a duly authorized officer of/agent for Diamond X Contracting (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said Diamond X Contracting (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named David Coleman on this the 5th day of August, 2019.

Brittni Young
Notary Public in and for
The State of Texas
The County of Blanco

BRITTNI YOUNG
Notary Public, State of Texas
Comm. Expires 02-01-2022
Notary ID 129137744

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

DIAMONDX
CONTRACTING, INC

TRANSMITTAL LETTER

Business:
Diamond X Contracting, LLC.
204 E. Pecan St. Johnson City, Tx. 78636

Contact:
David Coleman
(512) 848-4604 = Phone
(830) 868-7487 = Fax
dcoleman@dxcontracting.com

Federal ID #:
81-0620345

CR 279 - BID FORM

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8196	4.00	32,784.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8196	.43	3,524.28
166	6001	FERTILIZER	AC	2	565.00	1,130.00
168	6001	VEGETATIVE WATERING	MG	1017	33.34	33,906.78
275	6001	CEMENT	TON	479	151.00	72,329.00
275	6038	CEMENT TREAT (EXIST MATL)(DC)(8")	SY	35112	2.50	87,780.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	306	227.00	69,462.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	12290	5.00	61,450.00
341	6043	D-GR HMA TY-D PG70-22	TON	3863	108.00	417,204.00
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	3945	13.75	54,243.75
500	6001	MOBILIZATION	LS	1	30,000	30,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	47,000	94,000.00
530	6005	DRIVEWAYS (ACP)	SY	2097	40.00	83,880.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1225	1.30	1,592.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1220	1.30	1,586.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24502	.18	4,410.36
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24402	.18	4,392.36
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24502	.36	8,820.72
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	24402	.36	8,784.72
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	560	2.00	1,120.00
					PROJECT TOTAL	1,072,400.47

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Diamond X Contracting, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto Williamson County as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for CR 279 Stabilizing, Milling, Sealing and Overlay; Project No. 1907-331.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 6th day of August, 2019.

Diamond X Contracting, Inc.
(Principal)

BY: D. O Colam

TITLE: PRESIDENT

SureTec Insurance Company

BY: David S. Ballew

David S. Ballew, Attorney-in-Fact

CR 279 Bid Bond Rev 1.1.06

POA #: 4221356

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Three Million and 00/100 Dollars ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 19th day of July A.D. 2019.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 19th day of July, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 128903029

Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of August, 2019, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221356
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Supplier: **Diamond X Contracting**

Bidder References

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

Reference 1

Client Name: **Angelisle Driftwood**

Location:

Contact Name: **Jeff Maddux**

Title: **Owner**

Phone: **512-263-2244**

E-mail **jeff@ranchesandrivers.com**

Contract Date To: **6/19**

Contract Date From: **1/19**

Contract Value: $ **358,758**

Scope of Work: **Construct Rdwy**

Reference 2

Client Name: **The Hanging Vine**

Location: **Stonewall , TX**

Contact Name: **Kevin Daffer**

Title: **Owner**

Phone: **512-296-6654**

E-mail **kbdaffer@gmail.com**

Contract Date To: **5/19**

Contract Date From: **4/19**

Contract Value: $ **120,000**

Scope of Work: **Construct TXDOT Turn Lane**

Reference 3

Client Name: **City of Cotulla**

Location: **Cottula TX**

Contact Name: **Larry Dovalina**

Title: **City Manager**

Phone: **830-879-3285**

E-mail

Contract Date To: **5/16**

Contract Date From: **3/15**

Contract Value: $ **2,185,334**

Scope of Work: **cement Trt of existing City streets & Asphalt Pav**

Supplier: **Diamond X Contracting**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity **8-6-19** Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Diamond X Contracting**

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.

Supplier: **Diamond X Contracting**

BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Name of Bidder:	**Diamond X Contracting , Inc.**
Address of Bidder:	**PO Box 1701**
Email:	**rduenez@dxcontracting.com**
Telephone:	**512-773-8997**
Printed Name of Person Submitting Affidavit:	**Ronnie Duenez**
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 **Johnson City**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Texas**, (*Name of Signer*) am a duly authorized officer of/agent for **78636**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Diamond X Contracting**

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.

WILLIAMSON COUNTY
1848

August 12, 2019

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for CR 279 Stabilizing, Milling and Overlay – Bid #1907-331

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Smith Contracting Co., Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Smith Contracting - $986,624.94
2. Diamond X Contracting - $1,072,400.47
3. Pro Dirt Services, LLC - $1,084,004.30
4. Patin Construction, LLC - $1,162,320.00
5. Chasco Constructors - $1,184,904.00
6. QA Construction Services, Inc - $1,331,497.02

The Contractor's low base bid is $46,482.60 below the Engineer's Estimate, a cost decrease of 4.7%.

In addition to meeting the bid qualifications subject to being low bidder, Smith Contracting Co., Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $986,624.94 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Smith Contracting Co., Inc. the contract for the CR 279 Stabilizing, Milling and Overlay project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **31.**

Meeting Date: 09/10/2019

Termination Periscope Holdings BidSync Software

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving termination notice of contract with Perisope Holdings, Inc. for BidSync Source TM Module, as per DIR Contract #DIR-SDD-1588, effective November 19, 2019, and authorizing the execution of the letter.

Background

The last renewal term of this contract is ending on November 18, 2019. An RFP was issued and a new contract for electronic sourcing, bidding, evaluation and contract management was awarded to Negometrix.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

termination letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/04/2019 04:04 PM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 04:13 PM
Form Started By: Kerstin Hancock		Started On: 09/04/2019 10:55 AM
Final Approval Date: 09/04/2019		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

DATE: 09/10/2019

Via electronic mail: chenderson@periscopeholdings.com
Periscope Holdings, Inc.
Attn: Cole Henderson, Customer Success Director
816 Congress Suite 1400
Austin, TX 78701

In re: ***Notice of Contract Termination (Williamson County, BidSync Source™ Module)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a contract with your company for BidSync Source™ Module to include RFP Evaluator, Reverse Auction, Vendor Management, Builder. The Williamson County Commissioners Court, as the legislative body for the county, has approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the agreement as per DIR contract#DIR-SDD-1588, which allows for non-renewal, the controlling contract states as follows:

> **Termination for Convenience: This agreement will commence on the Effective Date following approval by Customer and shall continue in full force and effect for the number of years defined on the Order (the "Initial Term"), unless sooner terminated as provided herein. This Agreement shall automatically renew upon expiration of the Initial Term for successive one-year terms (each a "Renewal Term") unless or until terminated by either party in writing at least (30) days prior to the end of the then current Term. The "Term" of the Agreement shall be the Initial Term plus any additional Renewal Term(s).**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective as of November 19, 2019.

As per contract, please provide us with a CSV datafile including all forms and bid attachments prior to that date.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **32.**

Meeting Date: 09/10/2019

VOTEC Sole Source

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on exempting VOTEC Corporation from the competitive bidding requirements established by Section 262.024 (a)(7) of the Texas Local government Code Discretionary Exemptions, as the sole provider of the VOTEC Election Management and Compliance System (VEMACS), Ballot Board, VoteSafe and software and maintenance for these products, and authorize execution of the agreements.

Background

The VOTEC Election Management and Compliance System (VEMACS) is a modular election management platform that the Williamson County Elections Department uses to manage voter registration. As an add-on module to VEMACS, the Elections Department has used the Ballot Board Signature Verification Module, which is used in the processing of the thousands of ballots by mail received annually for multiple elections. VEMACS also works in conjunction with VoteSafe to export voter registration information to the VoteSafe electronic poll books used in each election. VOTEC also provides software and maintenance for these products. An RFI was posted in Negometrtix for 14 days with zero responses received from another competitor. The term of this sole source exemption will be effective for 36 months from the date of approval. Estimated annual cost is $124,319.08. This is budgeted for annually. This expenditure will be charged to 01.0100.0492.004506. Department contact is Elections Administrator Christopher Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VEMACS Agreement

VoteSafe Agreement

Sole Source Justification

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:35 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:22 AM
Form Started By: Erica Smith		Started On: 09/04/2019 09:31 AM
Final Approval Date: 09/05/2019		

VOTEC Software Maintenance, Warranty, and Support Agreement

THIS AGREEMENT entered into this day of , 20 , between Williamson County, a political subdivision of the State of Texas, hereinafter called COUNTY, and VOTEC Corporation of San Diego, California, hereinafter called VENDOR or VOTEC.

WITNESSETH

WHEREAS, COUNTY requires the services of a VENDOR qualified to provide modifications to VEMACS software used by COUNTY; and

WHEREAS, VOTEC is qualified and willing to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

DEFINITIONS

LICENSED SUB-SYSTEM. A "LICENSED SUB-SYSTEM" is a set of computer code, validation tables, and associated documentation designed to manage the input, output, and storage of a major class of registration and/or election data.

LICENSED PRODUCT. A “LICENSED PRODUCT” is a set of LICENSED SUB-SYSTEMS sold as one item. VOTEC’s products as of the Agreement date are VEMACS and VoteSafe.

LICENSEE. Includes county employees, agents and representatives.

ARTICLE I - TERM

This Agreement shall commence on October 1, 2019, and shall terminate on September 30, 2020, unless terminated sooner or further extended pursuant to Articles IV and V of this Agreement..

ARTICLE II - SCOPE

Services provided pursuant to this Agreement call for the maintenance and support of LICENSED PRODUCTS and their LICENSED SUB-SYSTEMS licensed by VENDOR to COUNTY and for support of Oracle products used by VOTEC products and sub-licensed by VOTEC to COUNTY.

PRODUCT license(s) are granted and accepted using a VOTEC Software License Agreement.

Oracle products are sub-licensed from Oracle Corporation to COUNTY by the “VOTEC Corporation Software License Oracle Sub-License Addendum” granted by VOTEC and accepted by COUNTY.

VENDOR'S deliverables to COUNTY under this Agreement are as follows:

1) Provide upgrades of the Oracle database products that are mutually agreed as beneficial to the COUNTY's licensed VEMACS system performance.

2) Provide warranty support as follows:

   a) Correct any existing function that does not perform correctly.

   b) Improve any existing or added function that performs uncharacteristically slowly and delays delivery of COUNTY registration and election services.

   c) Provide updates to the instructions for functions whose operation changes due to corrections or performance improvements.

   d) Provide telephone responses, and when requested, written answers to questions from designated Elections and Information Services staff regarding the operation of the LICENSED PRODUCT.

   e) Provide support during COUNTY's scheduled work hours which include extended voting hours during election periods as specified by LICENSEE.

   f) Provide 24/7 telephone assistance from the commencement of early voting until the election is certified.

   g) Provide beta testing prior to new releases.

3) Provide upgrades to the LICENSED SUB-SYSTEMS to keep the COUNTY's LICENSED SUB-SYSTEMS in compliance with State and Federal mandates. All State and Federal mandates to be addressed by vendor within 14 days of written notification by COUNTY of intent to comply.

   a) Provide new or enhanced forms, batch processes, and/or reports required to keep the LICENSED SUB-SYSTEMS in compliance with State and Federal Elections Codes.

   b) Provide documentation for the changes and additions installed.

4) Provide upgrades to the LICENSED SUB-SYSTEMS produced without a direct request of COUNTY. These are upgrades produced as a result of a request of another customer or as a result of the desire by VENDOR to improve the product.

   a) Provide improvements made to the LICENSED SUB-SYSTEMS for other customers as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.

b) Provide improvements made to the LICENSED SUB-SYSTEMS by VENDOR as part of the LICENSED SUB-SYSTEMS as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.

c) Provide technology upgrades to the LICENSED SUB-SYSTEMS as developed by VENDOR and deemed beneficial by the COUNTY.

d) Provide documentation for the changes and additions installed.

5) Provide upgrades to the LICENSED SUB-SYSTEMS resulting from a direct request of COUNTY. VENDOR's shall be billed separately as mutually agreed.

a) Provide new or enhanced forms, batch processes, and/or reports as requested by COUNTY and agreed to by VENDOR.

b) Provide documentation for the changes and additions installed.

COUNTY shall be notified in writing in advance of any VENDOR technical services which VENDOR considers to be outside the scope of Sections 1-5 of this Article. Work which is to billed separately shall only be undertaken after written authorization by the COUNTY.

Warranty

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for the term of this Agreement.

LICENSOR further agrees to make the product conform to any subsequent legal registration and election software mandates for the State of Texas and of the United States of America while this Agreement is in effect.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

COUNTY's responsibilities under this Agreement (exclusive of payment)

1) Designate a project manager with final responsibility for specifying COUNTY's needs regarding this Agreement.

2) Designate an elections office staff member and an information technology staff member to serve as liaison under this Agreement for the exchange of technical information.

3) Maintain network access for connection to the servers supporting VOTEC products and to provide monitored access to PC workstations upon request for training and problem diagnosis.

4) Submit electronically all requests for technical service including questions for which you wish documented answers.

5) Provide problem diagnosis using Elections and Information Services staff to discriminate VENDOR issues from hardware and system software issues prior to forwarding problems to VENDOR. VENDOR staff time to diagnosis problems originating solely from COUNTY purchased hardware and system software shall be billed at VENDOR's then current rate.

ARTICLE III - PAYMENT

1) In consideration of services specified in this Agreement, the COUNTY agrees to pay VENDOR a total of $72,595.65 for all services covered under this Agreement except as the COUNTY chooses to purchase additional services as described in Article II, Section 5.

   $1,000.00 of the above fee is for Oracle support.

   $71,595.65 is for Warranty, Maintenance and Support.

   The Warranty, Maintenance, and Support portion of the fee is based on the fee structure provided to the COUNTY in "VOTEC System Warranty, Maintenance and Support Fees – 2017" using a voter count of 292,343 in the November, 2018 election.

2) The hourly rate for additional programmer services for the first year of this contract shall be $210.00 per hour.

3) The fee stated in the first paragraph of this Article includes VENDOR travel expenses for any trip required for VENDOR to provide timely and comprehensive response to Warranty or Mandated update needs.

4) Payment for shipping charges and phone charges for calls originated by VENDOR shall be the responsibility of VENDOR.

5) The costs for hardware and non-VENDOR software arising from VENDOR fulfillment of State or Federal mandates shall be paid by the COUNTY.

6) The costs for hardware and non-VENDOR software arising from installation of new technology as mutually agreed by COUNTY and VENDOR shall be paid by the COUNTY.

7) Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

ARTICLE IV - TERMINATION

1) This Agreement may be terminated by the COUNTY for the COUNTY's convenience by giving 30 days written notice of termination to VENDOR via certified mail or delivery service. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

2) This Agreement may be terminated by VENDOR if payment is not made when payment is due by VENDOR giving COUNTY 30 days written notice of termination via certified mail or delivery service.

3) Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

4) Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

ARTICLE V - CONTRACT EXTENSION

1) The COUNTY shall have the option to extend this Agreement. Modification or extension shall be by formal written amendment and executed by the parties hereto.

2) Fees for periods covered by contract extensions shall be governed by the document "VOTEC System Warranty, Maintenance and Support Fees – 2017" or successors thereto.

The component fees shall not increase more than 8% (eight percent) in any one year as long as this Agreement is in effect.

3) COUNTY may extend this Agreement for more or fewer VENDOR services as needed.

ARTICLE VI - GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

Notices required by this Agreement shall be in writing and shall be delivered via registered or certified mail or delivery service addressed as follows:

COUNTY: Jennifer Favreau
Williamson County
PO Box 209
Georgetown, TX, 78627

VOTEC: President
VOTEC Corporation
10920 Via Frontera, Ste 110
San Diego, CA 92127

This document and referenced License and Sub-License agreements constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

The terms and conditions contained herein are severable and should any be adjudged invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect. All rights and remedies of the parties hereto, whether evidence hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement.

Acceptance by LICENSOR:	Acceptance by LICENSEE:
VOTEC Corporation	***Williamson County, Texas***
Authorized Signature	Authorized Signature
John Medcalf, CEO Name and Title	Name and Title
8/27/19 Date	Date

VOTEC Software Maintenance, Warranty, and Support Agreement

THIS AGREEMENT entered into this day of , 20 , between Williamson County, a political subdivision of the State of Texas, hereinafter called COUNTY, and VOTEC Corporation of San Diego, California, hereinafter called VENDOR or VOTEC.

WITNESSETH

WHEREAS, COUNTY requires the services of a VENDOR qualified to provide modifications to VoteSafe software built by VOTEC and used by COUNTY; and

WHEREAS, VOTEC is qualified and willing to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

DEFINITIONS

LICENSED SUB-SYSTEM. A "LICENSED SUB-SYSTEM" is a set of computer code, validation tables, and associated documentation designed to manage the input, output, and storage of a major class of registration and/or election data.

LICENSED PRODUCT. A “LICENSED PRODUCT” is a set of LICENSED SUB-SYSTEMS sold as one item. VOTEC’s products as of the Agreement date are VEMACS and VoteSafe.

LICENSEE. Includes county employees, agents and representatives.

ARTICLE I - TERM

This Agreement shall commence on October 1, 2019, and shall terminate on September 30, 2020, unless terminated sooner or further extended pursuant to Articles IV and V of this Agreement.

ARTICLE II - SCOPE

Services provided pursuant to this Agreement call for the maintenance and support of LICENSED PRODUCTS and their LICENSED SUB-SYSTEMS licensed by VENDOR to COUNTY and for support of Oracle products used by VOTEC products and sub-licensed by VOTEC to COUNTY.

PRODUCT license(s) are granted and accepted using a VOTEC Software License Agreement.

Oracle products are sub-licensed from Oracle Corporation to COUNTY by the “VOTEC Corporation Software License Oracle Sub-License Addendum” granted by VOTEC and accepted by COUNTY.

VENDOR'S deliverables to COUNTY under this Agreement are as follows:

1) Provide upgrades of the Oracle database products that are mutually agreed as beneficial to the COUNTY's licensed VoteSafe system performance.

2) Provide warranty support for the LICENSED PRODUCT as follows:

   a) Correct any existing function that does not perform correctly.

   b) Improve any existing or added function that performs uncharacteristically slowly and delays delivery of COUNTY election services.

   c) Provide updates to the instructions for functions whose operation changes due to corrections or performance improvements.

   d) Provide telephone responses, and when requested, written answers to questions from designated Elections and Information Services staff regarding the operation of the LICENSED PRODUCT.

   e) Provide support during COUNTY's scheduled work hours which include extended voting hours during election periods as specified by LICENSEE.

   f) Provide 24/7 telephone assistance from the commencement of early voting until the election is certified.

   g) Provide beta testing prior to new releases.

3) Provide upgrades to the LICENSED SUB-SYSTEMS to keep the COUNTY's LICENSED SUB-SYSTEMS in compliance with State and Federal mandates. All State and Federal mandates to be addressed by vendor within 14 days of written notification by COUNTY of intent to comply.

   a) Provide new or enhanced forms, batch processes, and/or reports required to keep the LICENSED SUB-SYSTEMS in compliance with State and Federal Elections Codes.

   b) Provide documentation for the changes and additions installed.

4) Provide upgrades to the LICENSED SUB-SYSTEMS produced without a direct request of COUNTY. These are upgrades produced as a result of a request of another customer or as a result of the desire by VENDOR to improve the product.

   a) Provide improvements made to the LICENSED SUB-SYSTEMS for other customers as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.

b) Provide improvements made to the LICENSED SUB-SYSTEMS by VENDOR as part of the LICENSED SUB-SYSTEMS as they are mutually agreed to be beneficial to the performance of COUNTY's system performance.

c) Provide technology upgrades to the LICENSED SUB-SYSTEMS as developed by VENDOR and deemed beneficial by the COUNTY.

d) Provide documentation for the changes and additions installed.

5) Provide upgrades to the LICENSED SUB-SYSTEMS resulting from a direct request of COUNTY. COUNTY shall be billed separately as mutually agreed.

a) Provide new or enhanced forms, batch processes, and/or reports as requested by COUNTY and agreed to by VENDOR.

b) Provide documentation for the changes and additions installed.

COUNTY shall be notified in writing in advance of any VENDOR technical services which VENDOR considers to be outside the scope of Sections 1-5 of this Article. Work which is to billed separately shall only be undertaken after written authorization by the COUNTY.

Warranty

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for the term of this Agreement.

LICENSOR further agrees to make the product conform to any subsequent legal registration and election software mandates for the State of Texas and of the United States of America while this Agreement is in effect.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

COUNTY's responsibilities under this Agreement (exclusive of payment)

1) Designate a project manager with final responsibility for specifying COUNTY's needs regarding this Agreement.

2) Designate an elections office staff member and an information technology staff member to serve as liaison under this Agreement for the exchange of technical information.

3) Maintain network access for connection to the servers supporting VOTEC products and to provide monitored access to PC workstations upon request for training and problem diagnosis.

4) Submit electronically all requests for technical service including questions for which you wish documented answers.

5) Provide problem diagnosis using Elections and Information Services staff to discriminate VENDOR issues from hardware and system software issues prior to forwarding problems to VENDOR. VENDOR staff time to diagnosis problems originating solely from COUNTY purchased hardware and system software shall be billed at VENDOR's then current rate.

ARTICLE III - PAYMENT

1) In consideration of services specified in this Agreement, the COUNTY agrees to pay VENDOR a total of $28,800.00 annually for all services covered under this Agreement except as the COUNTY chooses to purchase additional services as described in Article II, Section 5.

2) The hourly rate for additional programmer services for the first year of this contract shall be $210.00 per hour.

3) The fee stated in the first paragraph of this Article includes VENDOR travel expenses for any trip required for VENDOR to provide timely and comprehensive response to Warranty or Mandated update needs.

4) Payment for shipping charges and phone charges for calls originated by VENDOR shall be the responsibility of VENDOR.

5) The costs for hardware and non-VENDOR software arising from VENDOR fulfillment of State or Federal mandates shall be paid by the COUNTY.

6) The costs for hardware and non-VENDOR software arising from installation of new technology as mutually agreed by COUNTY and VENDOR shall be paid by the COUNTY.

7) Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of

interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

ARTICLE IV - TERMINATION

1) This Agreement may be terminated by the COUNTY for the COUNTY's convenience by giving 30 days written notice of termination to VENDOR via certified mail or delivery service. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

2) This Agreement may be terminated by VENDOR if payment is not made when payment is due by VENDOR giving COUNTY 30 days written notice of termination via certified mail or delivery service.

3) Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

4) Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

ARTICLE V - CONTRACT EXTENSION

1) The COUNTY shall have the option to extend this Agreement. Modification or extension shall be by formal written amendment and executed by the parties hereto.

The component fees shall not increase more than 6% (SIX percent) in any one year as long as this Agreement is in effect.

3) COUNTY may extend this Agreement for more or fewer VENDOR services as needed.

ARTICLE VI - GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

Notices required by this Agreement shall be in writing and shall be delivered via registered or certified mail or delivery service addressed as follows:

COUNTY: Jennifer Favreau
Williamson County
PO Box 209
Georgetown, TX, 78627

VOTEC: President
VOTEC Corporation
10920 Via Frontera, Ste 110
San Diego, CA 92127

This document and referenced License and Sub-License agreements constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

The terms and conditions contained herein are severable and should any be adjudged invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect. All rights and remedies of the parties hereto, whether evidence hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement.

Acceptance by LICENSOR:	Acceptance by LICENSEE:
VOTEC Corporation	***Williamson County, Texas***
Authorized Signature	Authorized Signature
John Medcalf, CEO Name and Title	Name and Title
8/27/19 Date	Date

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, **all Sole Source Justifications must be approved in Commissioners Court.**

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☐ **This request form completed and signed**
- ☐ **A written quote from the supplier, listing the goods, services and pricing**
- ☐ **Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are a the only Sole Source provider of the service or item needed.**
- ☐ **Notarized Sole Source affidavit completed by the supplier**
- ☐ **Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.**

Requestor Name and County Office/Department: Christopher Davis / Elections Department

Requestor Title and Phone Number:_____
(512)_____

Requested Single Sole Source Supplier:

Company Name: _____
Contact Name: _____
Address: _____
City, State, Zip: _____, _____ _____
Phone Number: (_____) _____
Email: _____
Website: _____

Is the recommended supplier the manufacturer? Yes? No? YES

Does the manufacturer sell the item(s) through distributors? Yes? No? NO

Description of the Product or Service: (If additional space is needed, include in a separate page) *Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.*

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP"*: _____

Estimated Cost: $_____

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☐ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☐ The recommended supplier is the only supplier capable of performing the requested service
- ☐ **A specific item is needed**:
  - ☐ To be compatible or interchangeable with existing hardware
  - ☐ As a spare or replacement hardware
  - ☐ For the repair or modification of existing hardware
  - ☐ For technical evaluation or testing

☐ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: _____

_____

_____

_____

☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe: _____

_____

_____

_____

☐ **It is not possible to obtain competitive bids for consideration.** If so, why: _____

_____

_____

_____

☐ **Are there any other companies who can provide the services or needed items**? If so, please list and provide explanation of why they were unable to meet the requirements: _____

_____

_____

_____

☐ **List any other sources, suppliers, products or service providers that you reviewed in your selection process:** _____

_____

_____

☐ **List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):** _____

_____

_____

ACKNOWLEDGEMENT

☐ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☐ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: _____ _____**, 20**__

Signature*: _____

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

VOTEC Corporation

QUOTE

- INVOICE -

Jennifer Favreau
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12946
October 1, 2019

Subject: VEMACS Support - 10/01/2019 - 09/30/2020

Item	Quantity	Description	Unit Price	Extended
1	10	Oracle license for VEMACS Support	$100.00	$1,000.00
2	1	Base VEMACS support fee	$1,200.00	$1,200.00
3	292,343	VEMACS per voter fee per schedule - 2017		$65,181.16
4	1	Per Voter Surcharge at 8 percent of VEMACS per voter schedule fee	$5,214.49	$5,214.49
		Total		**$72,595.65**

Due and payable upon invoice.

Thank you.

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

VOTEC Corporation

QUOTE

- INVOICE -

Jennifer Favreau
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12945
October 1, 2019

Subject: BallotBoard License - 10/01/2019 - 09/30/2020

Item	Quantity	Description	Unit Price	Extended
1	1	Ballot Board License - Base Fee	$20,000.00	$20,000.00
2	292,343	Ballot Board License - Per Voter Fee	$0.01	$2,923.43
		Total		**$22,923.43**

Due and payable upon invoice.

Thank you.

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

VOTEC Corporation

QUOTE

- INVOICE -

Jennifer Favreau
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12947
October 1, 2019

Subject: VoteSafe Support - 10/01/2019 - 09/30/2020

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

Due and payable upon invoice.

Thank you.

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

VOTEC Corporation

VOTEC System Warranty, Maintenance and Support Fees – 2017

Oracle Annual Support Fees

These fees are charged to offset our support fees to Oracle Corporation. These fees are applicable starting with your first use of VEMACS as your production voter registration system. If additional licenses are purchased, the first year's Oracle support fees will be due along with the license fees for the new licenses.

Per named user per year	$100	$1,000 minimum (10 user minimum)
Unlimited user, single processor	$5,000	

VEMACS™ Annual Support Fees

Fees for VEMACS warranty, maintenance, and support are based on a per customer fee plus a fee based on the number of active voters in the most recent November election preceding the first day of the contract year.

The per customer fee is $1,200.

Voter Bracket	New	Cum
1 - 20,000	$0.60	12,000
20,001 - 30,000	$0.53	17,300
30,001 - 40,000	$0.46	21,900
40,001 - 50,000	$0.38	25,700
50,001 - 70,000	$0.31	31,900
70,001 - 100,000	$0.24	39,100
100,001 - 200,000	$0.15	54,100
200,001 - 400,000	$0.12	78,100
400,001 - 800,000	$0.09	114,100
800,001 +	$0.075	

The fees are cumulative. For example: the charge for a county of 25,602 active voters is:

12,000 (cumulative through 20,000 voters) + 5,602 **X .**53
= $12,000 **+** $2,969.06 **=** $14,969.06 (plus per customer $1,200 + Oracle Fees)

VoteSafe™ Software Annual Support Fees

Support is charged annually at a rate of 20% of the original license price. Oracle fees will be additional unless Oracle has been licensed for VEMACS.

Special Order Time and Materials

Special order technical services are offered at $210.00 per hour.

Fees are subject to change for service years starting after December 31, 2017.

VOTEC

VOTEC Corporation

June 19, 2019

Williamson County Elections
301 S.E. Inner Loop, Suite 104
Georgetown TX 78626

To whom it may concern:

VOTEC Corporation of San Diego, California is the originator and the sole owner of the VEMACS voter registration and election management software system used by Williamson County.

VOTEC is the originator and the sole owner of VoteSafe electronic pollbook software that integrates with VEMACS.

VOTEC makes these products available only directly to end user customers who are counties, cities, or states.

VOTEC has no distributors, agents nor any other individuals or entities with any authority to sell or service VEMACS.

VOTEC is the sole source for updates, upgrades and maintenance of the VEMACS software system.

VOTEC is the sole source for add-on software for the VEMACS software system. VOTEC's BallotBoard software is a VEMACS add-on available to Williamson County.

VOTEC is the only source for processing NCOA (National Change of Address) data into the VEMACS database in bulk.

VOTEC Corporation is the author and sole provider for all of these products, modules and maintenance.

Please contact me if further information is required.
Sincerely,

Randy Propp
Director of Operations, VOTEC Corporation

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared RANDAL PROPP, who after being duly sworn on oath stated the following:

My name is RANDAL PROPP. My title is DIRECTOR OF OPERATIONS. I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: VEMACS, BALLOT BOARD AND EARLY VOTING. I am the sole-source supplier of this item because: AUTHOR. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 20th day of JUNE, 2019.

Randal Propp
[Signature]

RANDAL PROPP DIRECTOR OF OPERATIONS
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on June 20th, 2019, by Randal Propp.
[Printed Name]

Alexandra Blaylock
[Signature] Notary Public

State of Colorado
My Commission expires on 12/11/2022

ALEXANDRA BLAYLOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184047246
My Commission Expires December 11, 2022

WILLIAMSON COUNTY
1848

Christopher Davis
ELECTIONS ADMINISTRATOR

June 10, 2019

Randy Barker
Purchasing Agent
Williamson County Purchasing
901 S Austin Avenue
Georgetown, TX 78626

Re: Letter of Recommendation – Sole Source Justification
VOTEC Corporation

Mr. Barker,

Please consider this letter as my formal recommendation that Williamson County begin the sole source purchasing process for the VOTEC Election Management and Compliance System (VEMACS) including the Ballot Board Signature Verification Module and the VoteSafe electronic poll book software and maintenance.

If I can provide you or your department with any more information, please don't hesitate to contact me.

Sincerely,

Christopher J. Davis
Elections Administrator
Williamson County Elections

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 104
Georgetown, Texas 78626
Phone 512.943.1630
Fax 512.943.1634
Email cjdavis@wilco.org

Recorded statement of opening offers

SOLICITATION NAME: SS VOTEC

DATE & LOCATION OF OPENING: Sep 2 2019 1:00 PM Georgetown

LINKED LOTS: —

COMPANY NAME: **Williamson County**

ADDRESS: 100 Wilco Way, Suite P101
TX 78626, Georgetown, US

CONTACT PERSON: **Erica Smith**

JOB TITLE CONTACT PERSON:

SHORT DESCRIPTION: Williamson County, Texas intends to award a sole-source contract with VOTEC for the following item(s):**Ballot Board, VEMACS, and Votesafe along with the Maintenance and support of these licensed products and support of Oracle products used by VOTEC.**

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.

Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by **2:00 P.M.** on September**, 2nd** showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****!** I DON'T SEE A PARTICIPATE BUTTON **!****
You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

SUPPLIERS

NAME SUPPLIER	ADDRESS
No offers submitted	

Signature: _____

Erica Smith

Location: _____

Date: _____

WILLIAMSON COUNTY
1848

Purchasing Department

9/04/19

Williamson County Commissioners Court

Re: Sole Source recommendation for VOTEC Corporation

Dear County Judge and Commissioners,

Recently our Elections Department made a request for a renewal contract with VOTEC Corporation for a modular election management platform used to manage voter registration. These items are currently in use and the Elections Department requests renewal of the sole source designation for **VOTEC Election Management and Compliance System (VEMACS).** In addition, the Elections Department has purchased the **Ballot Board Signature Verification module** and seeks to renew their licensing for the **VoteSafe** product. **These services, support and maintenance are supplied only by VOTEC Corporation who is the owner, and the only provider of this service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Christopher Davis, Elections Administrator
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items/services and amendment

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1632
randy.barker@wilco.org www.wilco.org
100 Wilco Way, Ste. P101
Georgetown, Texas 78626

Commissioners Court - Regular Session **33.**

Meeting Date: 09/10/2019

Advertisement Approval 2124 RFCSP Inner Loop Annex Renovation

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Inner Loop Annex & Radio Shack Building Renovations under RFCSP #2124.

Background

Williamson County is seeking a qualified contractor to remodel two (2) existing buildings along with adding a walking track. Contract term will be 365 days. Substantial completion will be met within 305 days with Final Completion 60 days after. Estimated contract amount is $4,000,000.00. Department point of contact is Dwayne Gossett. Funding source P434.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:21 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:09 AM
Form Started By: Thomas Skiles		Started On: 09/03/2019 03:12 PM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **34.**

Meeting Date: 09/10/2019

Advertisement Approval 2104 RFP Irrigation Maintenance and Repair Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Irrigation Maintenance and Repair Services under RFP #2104.

Background

Williamson County is seeking proposals from independent contractors with demonstrated competence and experience to provide irrigation maintenance and repair services for County owned facilities and properties, in accordance with the following inspections. Will include inspections and system checks, annual backflow testing, labor rate for repairs, labor rate for minor installations, and quarterly reporting. Contract term will be 2 years with 4 annual renewal options. Estimated annual expense is $17,500.00. Department point of contact is Christi Stromberg. Funding source 01.0100.0509.004810.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:20 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:07 AM
Form Started By: Thomas Skiles		Started On: 09/03/2019 08:18 AM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **35.**

Meeting Date: 09/10/2019

Vehicle and equipment repairs exemption

Submitted For: Randy Barker **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex.Loc. Gov't Code $262.024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY19/20 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

Section 262.024.(a)(11) of the Texas Local Government Code provides an exemption from normal bidding requirements for “Vehicle and Equipment Repairs”. If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption (see details on attached document):

1.Definitions for “Vehicle and Equipment Repairs” required for the maintenance and repairs of Williamson County Vehicles and Equipment:1.“PARTS” is defined as “Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
2.“REPAIR SERVICES” is defined as “Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
3.“VEHICLES” is defined as “Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV’s. etc.)”
4.“EQUIPMENT” is defined as “An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service” (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)” The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.

This process was reviewed in 2016 by Legal, Purchasing and Fleet and will remain in effect if re-approved. This exemption must be approved annually by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Exemption

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/04/2019 04:04 PM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 04:09 PM
Form Started By: Kerstin Hancock		Started On: 08/23/2019 03:39 PM
Final Approval Date: 09/04/2019		

Randy Barker, CPPB, CPPO
PURCHASING AGENT / DIRECTOR

Vehicle and Equipment Repairs Exemption

9/10/19

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for "Vehicle and Equipment Repairs". If annually approved in Commissioners Court, this exemption will be administered using the following definitions to better clarify which items may be excluded as part of the exemption.

1. Definitions for "Vehicle and Equipment Repairs" required for the maintenance and repairs of Williamson County Vehicles and Equipment:
    a. **"PARTS"** is defined as "Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    b. **"REPAIR SERVICES"** is defined as "Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    c. **"VEHICLES"** is defined as "Motorized equipment not operating on rails (including cars, trucks, motorcycles, ATV's. etc.)"
    d. **"EQUIPMENT"** is defined as "An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service" (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)" **The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.**

These items will no longer be included in commodity totals and will be exempted from the $50K bidding threshold. However, this does not negate the responsibility of the county to ensure that high dollar and high usage items & repairs are sourced primarily using Co-Op and Interlocal agreements, OR competitively shopped to ensure "best value" is achieved.

In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) Legal; before being submitted to Commissioners Court for approval.

WILLIAMSON COUNTY PURCHASING
100 Wilco Way, Ste P101
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org

2. What about these items? Do they qualify under the exemption?
    a. Are the purchase of vehicles and equipment exempted?

        No. This exemption is for the *maintenance and repair* of county vehicles and equipment and does not include either the original purchase; or installation of accessories.

    b. Brand specific items (Caterpillar, Vermeer, Ford, Chevrolet, etc.):

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    c. Oils, grease, other lubricants and fluids:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    d. Tires and tubes:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    e. Towing (of vehicles and equipment back to Wilco or another repair yard):

        This would qualify as a repair service under this exemption, since the service is needed "to return the Vehicles or Equipment back to its fully operational status". This type of towing would be exempted to "get our equipment home" and does not include towing of a car to be impounded by the Sheriff's Office since it is not property owned by the County OR being returned to fully operational status.

    f. Facility related parts and /or repairs (HVAC, Elevators, Appliances, etc.):

        These would NOT qualify for exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

WILLIAMSON COUNTY PURCHASING
100 Wilco Way, Ste P101
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org

Commissioners Court - Regular Session **36.**

Meeting Date: 09/10/2019

1506-006 renewal 2 for Landscape Services for Parks Department

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 contract #1506-006 for Landscape Services of Williamson County Parks, for the same pricing, terms and conditions as the existing contract for the term October 1, 2019 - September 30, 2020 with Heart of Texas Landscape and Irrigation Co., Inc.

Background

This is the second and last renewal option on this contract for Parks Landscape Services. The Parks Department requested renewal and has submitted a vendor performance report (VPR) that states the vendor met all County requirements. The expenditure will be in FY20. Budget line item 01.0100.0510.003541. Department contact: Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	08/22/2019 10:46 AM
County Judge Exec Asst.	Andrea Schiele	08/22/2019 11:18 AM
Purchasing (Originator)	Randy Barker	09/05/2019 08:58 AM
Form Started By: Dianne West		Started On: 08/21/2019 10:03 AM
Final Approval Date: 09/05/2019		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Parks
Vendor Name:	Heart of Texas Landscape and Irrigation		
Vendor Address:	P.O. Box 1236, Belton, Tx 76513		
Purpose/Intended Use of Product or Service (summary):			
Landscape Services			
P.O./Contract Number:	1506-006	**Effective Date:**	10/01/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2020
Requested By:	Russell Fishbeck, Sr. Director Parks and Venues		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE OF CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2), one (1) year renewal option periods:**

Renewal Option Period 2	October 1, 2019 – September 30, 2020
Renewal Option Period 1	October 1, 2018 – September 30, 2019
Initial Contract Period	October 1, 2015 – September 30, 2018

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

Vendor Heart of Texas Landscape and Irrigation Co

Name Dustin R Finch

Title Account Manager

Signature _____

Date August 29th, 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 **37.**

Meeting Date: 09/10/2019

TxDOT STEP Grant acceptance for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept the Texas Department of Transportation (TxDOT) FY2020 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

Background

Texas Department of Transportation (TxDOT) annually offers the opportunity for law enforcement agencies to apply for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant. The STEP grant provides funding for overtime enforcement activities within high-crash areas throughout the fiscal year with special focus and media opportunities during five holiday periods: Christmas/New Year's, Spring Break, Memorial Day, Independence Day and Labor Day. The enforcement focuses on five (5) activities: Driving While Intoxicated/Driving Under the Influence, Failure to Use Occupant Restraint (Including child-passenger safety seats), Intersection Traffic Control, Speed Enforcement/Control, and Distracted Driving.

Through this grant, Williamson County is eligible to be reimbursed $49,963.36 for overtime costs associated with these enforcement activities. All participants are required to provide a minimum match of twenty percent (20%). Our match of $13,884.96 will be met through administrative salary and fringe benefit costs related to implementing the grant, fringe benefits on overtime and vehicle costs. The total grant will be $63,848.32.

The only additional cost to the County will be approximately $8,000.00 in vehicle usage and will be included in the FY2020 budget. Attached is the grant agreement (not a binding document), electronic signature authorization form and updated Terms and Conditions.

Staff recommends the following action: Give approval to accept the Texas Department of Transportation (TxDOT) FY2020 Selective Traffic Enforcement Program (STEP) Comprehensive Grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request Questionnaire

Updated Terms and Conditions

Electronic Signature Auth Form

Grant Review

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2019 09:42 AM
Form Started By: Starla Hall		Started On: 08/27/2019 09:53 AM
Final Approval Date: 08/29/2019		

Grant Title/Project Name:	Texas Department of Transportation (TxDOT) FY2020 Selective Traffic Enforcement Program (STEP) Comprehensive Grant
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2019
End Date:	9/30/2020
Please select request category:	Reimbursemet for associated overtime and fringe expenses associated with the program
Describe the request category in detail to include all requirements.	The STEP grant provides funding for overtime enforcement activities within high-crash areas. Williamson County has been approved to be reimbursed up to $50,000 for overtime salary and fringe benefit costs associated with these enforcement activities. A twenty percent (20%) match is required and will be met through administrative costs related to implementing the grant.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$63,848.32
Please provide a breakdown of the total cost above.	$49,963.36 will be provided by TxDOT for overtime salary and fringe benefits associated with enforcement activities. $13,884.96 is our match portion and will be met through administrative salary and fringe benefit costs related to implementing the grant.
Is there a match requirement?	Yes
If yes, describe the type and source of match.	$13,884.96 is our match portion and will be met through administrative salary and fringe benefit costs related to implementing the grant.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	N/A
What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	The only additional cost to the county will be approximately $8,000.00 in vehicle usage and will be included in the FY2020 budget.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
ID	28
Version	4.0
Attachments	False
Created	8/21/2019 8:40 AM
Created By	Dana Foster
Modified	8/21/2019 3:17 PM
Modified By	Dana Foster

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the “Department” is also known as the “State” and the “prospective primary participant” and the “Subgrantee” is also known as the “Subrecipient” and “prospective lower tier participant”

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, 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, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to

employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees

are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

    1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

    2. For longer projects, the reporting period is monthly. Subgrantee shall submit a

performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the “Records”), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

   1. This agreement is terminated in writing with the mutual consent of both parties; or

   2. There is a written thirty (30) day notice by either party; or

   3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses

incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors

to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the “Regulations”). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English

proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement,

that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee 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 Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department’s federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

    i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

    ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(*This article applies only to non-profit entities.)*

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

Texas Traffic Safety eGrants

Fiscal Year 2020

Organization Name: Williamson County Sheriff's Office

Legal Name: County of Williamson

Payee Identification Number: 17460009784052

Project Title: STEP Comprehensive

ID: 2020-WilliamsonCo-S-1YG-00075

Period: 10/01/2019 to 09/30/2020

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Williamson

Project Title: STEP Comprehensive

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

Texas Traffic Safety eGrants

Fiscal Year 2020

Organization Name: Williamson County Sheriff's Office

Legal Name: County of Williamson

Payee Identification Number: 17460009784052

Project Title: STEP Comprehensive

ID: 2020-WilliamsonCo-S-1YG-00075

Period: 10/01/2019 to 09/30/2020

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Williamson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2020.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **076930049**
FAIN:
18X9204020TX20
69A3752030000402OTX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2019** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2020** unless terminated or otherwise modified.

Total Awarded: **$63,848.32**
Amount Eligible for Reimbursement by the Department: **$49,963.36**
Match Amount provided by the Subgrantee: **$13,884.96**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, 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, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** , (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973** , (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee 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 Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf .

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform;

and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
(*This article applies only to non-profit entities.)*

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GOALS AND STRATEGIES

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws.
	Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To increase occupant restraint use in all passenger vehicles and trucks.
Strategy:	Increase and sustain high visibility enforcement of occupant protection laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.
Goal:	To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
Goal:	To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
Strategies:	Increase and sustain high visibility enforcement of state and local ordinances on celluar and texting devices.
	Increase public information and education on Distracted Driving related traffic issues.

[X] I agree to the above goals and strategies.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) **From** 7/1/2017 **To** 7/31/2018

Baseline Measure	Arrests/Citations	Written Warnings	KA Crashes
Driving Under Influence (DUI)	217	0	21
Speed	2858	5481	13
Safety Belt	11	14	17
Child Safety Seat	16	0	
Intersection Traffic Control (ITC)	0	0	23
Distracted Driving Citations	5	4	0
Other Elements	58	32	0

If you have additional attachments, provide them on the "Attachments" page.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	20	
Reduce the number of Speed-related crashes to	12	
Reduce the number of Safety Belt-related crashes to	16	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	21	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	1103	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

OPERATIONAL PLAN

Zone Name :	Zone 1
Zone Location :	On Highway 195, from Shell Road/CR 143 in Georgetown to CR 239 in Florence.
Zone Hours :	
Zone Heat Map : (attach)	https://www.dot.state.tx.us/apps/egrants/_Upload/866253-Zone1.pdf

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

OPERATIONAL PLAN

Zone Name : Zone 2

Zone Location : On Hwy 29 from Gabriel Forest to Kauffman Loop in Georgetown.

Zone Hours :

Zone Heat Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/866255-Zone2.pdf

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	$49,963.36	$2,521.90	$52,485.26
(200)	Fringe Benefits:	$0	$11,363.06	$11,363.06
	Sub-Total:	$49,963.36	$13,884.96	$63,848.32
Category II - Other Direct Costs				
(300)	Travel:	$0	$0	$0
(400)	Equipment:	$0	$0	$0
(500)	Supplies:	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0
(700)	Other Miscellaneous:	$0	$0	$0
	Sub-Total:	$0	$0	$0
Total Direct Costs:		$49,963.36	$13,884.96	$63,848.32
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	$0	$0	$0
Summary				
	Total Labor Costs:	$49,963.36	$13,884.96	$63,848.32
	Total Direct Costs:	$0	$0	$0
	Total Indirect Costs:	$0	$0	$0
Grand Total		$49,963.36	$13,884.96	$63,848.32
	Fund Sources (Percent Share):	78.25%	21.75%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

Commissioners Court - Regular Session **38.**

Meeting Date: 09/10/2019

Infax System Support Agreement

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 annual System Support Agreement with Infax, Inc for system and maintenance support of the Electronic Docket System covering the term of 10.1.19 through 9.30.20 for the annual amount of $8,300.

Background

This is for system and maintenance support of the Electronic Docket System installed at Williamson County's court locations. Infax Court Docketing Maintenance is for the digital monitor displays outside the courtrooms that show the dockets and other court information, the expenditure is for FY20 budget under Software Maintenance, 0100.0503.004505. The department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Infax System Support Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:17 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:35 AM
Form Started By: Dianne West		Started On: 09/04/2019 12:28 PM
Final Approval Date: 09/05/2019		

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT-PREMIUM

Terms and Conditions

WHEREAS, Williamson County, TX (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM,** consisting of hardware and software; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1. SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA. Covered equipment includes INFAX provided equipment in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX. If INFAX is unable to resolve problem within a reasonable time period, a site visit by INFAX representatives will be arranged.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement.

3. CUSTOMER RESPONSIBILTIES: To receive support, CUSTOMER is responsible for complying with the following:

a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
d. System must be accessible to our technician. CUSTOMER is responsible for maintaining internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is $8,300. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually in advance. All current fees must be paid in order for services to be rendered under this agreement.

5. LENGTH OF AGREEMENT: This agreement is for the period 10-1-19 – 9-30-20; upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

Infax
5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862
770.209.9925 Main
770.209.0671 Fax
Sales@Infax.com
www.Infax.com

6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT: Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced in advance with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

10. TERMINATION FOR CONVENIENCE: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) 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.

11. TEXAS PROMPT PAYMENT ACT COMPLIANCE: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code

Infax
5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862
770.209.9925 Main
770.209.0671 Fax
Sales@Infax.com
www.Infax.com

Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

12. MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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

14. GENERAL:
A. TAXES: CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement. Williamson County is tax exempt.
B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.
C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.
D. NOTICES: All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.
E. ASSIGNMENT: Customer cannot assign this agreement without the express written consent of INFAX.
F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.
G. GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
H. EFFECTIVE DATE: This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

15. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABLILITY,OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

16. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

17. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED	CUSTOMER
Signature: _____	Signature: _____
Name: Daniel L. McWilliams	Name: _____
Title: CFO	Title: _____
Date: 8/16/19	Date: _____

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT

Exhibit 1, Customer Information

Customer Name Williamson County, TX

Service Address Williamson County Courtsight locations

City Georgetown State TX Zip 78626

Billing Address 710 Main Street, Suite 101

City Georgetown State TX Zip 78626

Customer Contact Person Alison Gleason Phone 512-943-1680

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 10-1-19 – 9-30-20

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT

Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

1. **Page Layout Updates/Customization:** INFAX will provide revisions as needed.

2. **Server Maintenance:** INFAX will remotely access the Infax System server periodically to check for errors or required updates and fix or apply as required. Quarterly report will be prepared and sent to Customer designated representative.

Commissioners Court - Regular Session **39.**

Meeting Date: 09/10/2019

MWM Termination Notice - Hutto Office Finish Out Project

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 issuing a termination notice as to Work Authorization No. 1 between Williamson County and MWM Design Group being dated March 19, 2019 in relation to the Precinct Four Hutto Office Finish Out Project.

Background

Due to the uncertainty of future space allocation needs, the finish out of the shell space in the Precinct Four Hutto office has been put on hold until further notice.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Term Notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:39 AM
Form Started By: Gina Wrehsnig		Started On: 09/05/2019 10:28 AM
Final Approval Date: 09/05/2019		

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

September 10, 2019

MWM Design Group
Attn: Julia M. Harrod
305 E. Huntland Drive, Suite 200
Austin, Texas 78752

RE: Termination of Work Authorization No. 1 dated March 19, 2019 ("Work Authorization No. 1") and being issued under the Agreement for Architectural and Engineering Service dated effective January 30, 2019 ("Agreement") relating to the Precinct Four Hutto Office Finish Out Project

Dear Ms. Harrod:

This letter is to provide written notice to MWM Design Group that Williamson County has chosen to suspend and not proceed with the Precinct Four Hutto Office Finish Out Project at this time and is exercising its right to unilaterally terminate Work Authorization No. 1 in accordance with the Agreement. Please immediately cease any efforts or services planned in relation to Work Authorization No. 1.

If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

Dale Butler
Facilities Director

Commissioners Court - Regular Session **40.**

Meeting Date: 09/10/2019

Second addendum to Stanley Convergent Master Services Agreement

Submitted For: Randy Barker **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a second Addendum to the 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 $265,000 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 $265,000 is for any 12-month term under this agreement. The first addendum was to increase the original not-to-exceed amount from $150,000 to $250,000 and was approved under agenda item #22 on 07/16/2019. 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 and as this contract crosses fiscal years, there will be FY20 funding utilized as well.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

addendum 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:00 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:06 AM
Form Started By: Kerstin Hancock		Started On: 08/29/2019 03:22 PM
Final Approval Date: 09/05/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SECOND
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 **$265,000.00**, 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:	SCSS:
_____	Mindi Partin _____
Authorized Signature	Authorized Signature
Date: _____, 2019	Date: 08/29/2019, 2019

Commissioners Court - Regular Session **41.**

Meeting Date: 09/10/2019

CMF CARPET REPLACEMENT MAIN ENTRY FY19

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and W.E. Imhoff & Company, Inc d/b/a Intertech Flooring to provide labor and material for carpet installation at the Central Maintenance Facility, in the amount of $4,884.00 for FY19 and authorizing execution of the agreement.

Background

This service agreement is for the labor and material necessary to install carpet and rubber base from the Main Hallway from inside door to front desk at the Central Maintenance Facility. All work will be done during normal working hours. Department point of contact is Bob Lubecker. Funding Source 01.0100.01026.004509, FY19 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CONTRACT

QUOTE

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:12 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:18 AM
Form Started By: Andrew Portillo		Started On: 09/04/2019 09:15 AM
Final Approval Date: 09/05/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
CARPET REPLACEMENT
(Central Maintenance Facility Main Entry)

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 **W.E. Imhoff & Company, Inc. d/b/a "Intertech Flooring"** (hereinafter "Service Provider"), 1106 Smith Rd., Austin, TX 78721(ph. 512-385-4574). 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 Quotation, dated September 3, 2019, which is designated Exhibit "A" and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $5,634.00.00.**

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 Quotation, dated September 3, 2019, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative

of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Billy Chrzan
Authorized Signature	Authorized Signature
_____	Billy Chrzan
Printed Name	Printed Name
Date: _____ ___, 2019	Date: September 03, 2019

Exhibit(s)
Quotation, dated September 3, 2019

Intertech
COMMERCIAL FLOORING

September 3, 2019

Bob Lubecker – WILCO
rlubecker@wilco.org
815-341-6271

Re: Williamson County Central Maintenance Facility Main entry Hallway

Dear Bob,

Our proposal is as follows:

To provide labor and material necessary to install-
- **Carpet**
  - CPT1; Kraus/Barret; Color:7072.34 Euro tile Buckingham
- **Rubber Base**
  - RWB1; Roppe Black Brown Toe Base Roll 4"
- Transitions
- Minor Floor prep
- During normal business hours
- Demo of existing VCT

Total (Main Hallway from inside door to front desk) **$3,145.00**

- WM1; Patcraft or similar Walk off mat (Entry Vestibule Only)

Total **$1,739.00**

If work is to be done afterhours ADD $750.00

Respectfully submitted
Billy Chrzan

Billy Chrzan
Project Manager / Safety
Director of Wood Flooring
C 512.771.1880
O 512.385.4574 x-352
E bchrzan@intertechflooring.com

WARRANTY: Intertech Flooring will provide a one year workmanship warranty on most services. Warranty does not include any moisture related sub floor failures or product failures as they are subject to the respective manufacturer.

GENERAL TERMS: Intertech Flooring will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Intertech Flooring is not responsible for any claims that might result from product delivery date changes beyond their control.

SPECIAL ORDERED / CUSTOM MATERIALS: If a manufacturer requires a deposit to manufacture/ship certain items, client will be responsible for pre-payment of said deposit. This proposal is valid for thirty (30) days. Full payment is due thirty (30) days from receipt of invoice unless otherwise specified.

We require a 50% deposit on all new customers or where negotiated and/or required. Credit cards are subject to a 3% service fee on all products.

NOTE: NO PRODUCT ORDERS WILL BE PLACED WITHOUT APPROVED SUBMITTALS ON HAND

*PLEASE NOTE BID IS VALID FOR 90 DAYS *

Commissioners Court - Regular Session **42.**

Meeting Date: 09/10/2019

Asbestos Survey for Residential Home Demolition 20 Gabriel Forest

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Separation Systems Consultants, Inc. to perform an Asbestos Survey prior to the demolition of the home located at 20 Gabriel Forest, Georgetown, Texas 78628 in the amount of $2,335.00 per the terms of TIPS contract #170602 and authorizing execution of the agreement.

Background

This agreement is to provide Asbestos Survey Service prior to the demolition at the residential home. Department point of contact is Dwayne Gossett. Funding Source 01.0100.0509.004509 for FY19.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract/quotation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:15 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:29 AM
Form Started By: Andrew Portillo		Started On: 09/04/2019 09:59 AM
Final Approval Date: 09/05/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR ASBESTOS SURVEY FOR
RESIDENTIAL HOME DEMOLITION
(20 Gabriel Forest, Georgetown, TX)
TIPS #170602

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** with offices at 17041 El Camino Real, Ste. 200, Houston, TX 77058, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Proposal/Quotation, dated August 28, 2019 and designated Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $2,335.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation, dated Proposal/Quotation, dated August 28, 2019 and designated Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson

County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Jo Drake Keim
Printed Name	Printed Name
Date: _____, 2019	Date: August 29, 2019

Exhibit "A"
Proposal/Quotation
(dated August 28, 2019 and incorporated herein as if copied in full)

SSCI
Environmental, Construction and Engineering Services

August 28, 2019

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

Attn: Mr. Dwyane Gossett
Phone: (512) 943-1611
E-mail: dgossett@wilco.org

RE: Asbestos Survey for Demolition
Residential Home
20 Gabriel Forest
Georgetown, Texas 78628
SSCI Project No.: 53268
TIPS Contract No. 170602

Mr. Gossett:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey prior to the Demolition of the residential home located at 20 Gabriel Forest in Georgetown, Texas 78628 (Site). The Site is identified on the Williamson Central Appraisal District (WCAD) as property ID no. R039286. SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) prior to the demolition of on-site building. The proposed survey includes identification of ACM within permanent structures located on the Site, including houses, garages, and warehouses, and excludes non-permanent structures such as trailers. At the request of the client, this project will be performed under SSCI's existing The Interlocal Purchasing System (TIPS) contract (contract no. 170602). SSCI's proposed services are provided below.

Asbestos Survey for Demolition

The Asbestos Survey will be conducted in accordance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements and the Texas Asbestos Health Protection Rules (TAHPR). The sampling will be performed by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector under the direction of a TDSHS licensed Individual Asbestos Management Planner.

The objective of the survey is to identify friable and non-friable ACMs in advance of the proposed demolition of the on-site buildings. The findings of the sampling event will be

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: (281) 486-1943
Fax: (281) 486-7415
blopez@sscienvironmental.com

presented in a survey report. If ACMs are identified, the owner will be able to use the survey report to obtain construction permits and aid the preparation of asbestos abatement specifications.

Suspected ACMs to be sampled include surface materials (sprayed-on or troweled-on materials), thermal insulation materials (pipe insulation, wrapping, etc.) and miscellaneous materials (floor tiles, ceiling tiles, drywall, mastics, etc). Samples will be collected using destructive methods necessary to identify suspected ACMs. SSCI will sample only those materials which are reasonably accessible. If additional materials are discovered during the demolition process, SSCI is not accountable for any costs associated with the sampling of those materials, or project delays associated with their discovery.

SSCI estimates that no more than forty-five (45) samples of suspected ACMs will be collected from the interior and exterior of the on-site buildings for analysis. The samples will be collected following EPA and TAHPR protocols. The samples will be analyzed using Polarized Light Microscopy (PLM) by a TDSHS-licensed laboratory and analyzed on a standard 5-business day turnaround. Positive stop analysis will be requested at the laboratory. Positive stop analysis means that once a sample has been identified to contain greater than 1% asbestos, the subsequent samples will not be analyzed. The samples will be transported to the laboratory under chain-of-custody procedures.

Friable samples reported to contain >1% but <5% asbestos can be analyzed using the point-count technique (PCT). However, PCT analysis is not recommended on non-friable ACMs. Non-friable Organically Bound (NOBs) materials such as floor tile, mastic, and roofing may contain asbestos fibers that are tightly bound to the matrix and thus are not easily isolated. Fibers may not be detected by PLM resulting in inconsistent results. NOBs may be analyzed at the client's request by gravimetric reduction or similar method, and then analyzed by PLM. Point-count or NOB analysis will be provided upon request and for an additional fee.

Reporting, Cost, and Schedule

SSCI will provide the services outlined within this proposal for a fixed fee of $2,335.00. SSCI's invoices are payable upon receipt. SSCI is prepared to begin work upon written notice to proceed. Samples will be analyzed on a standard 5-business day turnaround timeframe. A final report for the Site will be provided within two (2) weeks from receipt of final laboratory results. A breakdown of the costs is provided in the following table:

Asbestos Survey for Demolition
Residential Home
20 Gabriel Forest, Georgetown, Texas 78628
SSCI Project No. 53268

Description	Quantity	Rate	Units	Amount
Asbestos and Lead-Based Paint Survey for Demolition				
Principal	1	$200.00	Hour	$200.00

Senior Project Manager	1	$135.00	Hour	$135.00
Licensed Asbestos Inspector	12	$75.00	Hour	$900.00
Asbestos PLM Analysis (5-Day TAT)	45	$10.00	Each	$450.00
Vehicle	1	$95.00	Day	$95.00
Sub Total				**$1,780.00**
Reporting				
Senior Project Manager	1	$135.00	Hour	$135.00
Licensed Asbestos Inspector	2	$75.00	Hour	$150.00
Environmental Technician	2	$70.00	Hour	$140.00
Clerical	2	$65.00	Hour	$130.00
Sub Total				**$555.00**
TOTAL				**$2,335.00**

Reporting, Cost, and Schedule

SSCI's scope of services and fee structure is based on the following assumptions:

- Right-of-entry will be provided by the client.
- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees;
- Field activities will be completed over the course of one (1) day. More than one (1) day may result in additional fees; and
- No more than forty-five (45) samples of suspected ACM will be collected from the Site for analysis. Greater than forty-five (45) samples will result in additional fees.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at blopez@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,

Brandon Lopez
Project Manager

Jo Drake Keim
Vice President

SSCI's proposal is valid for sixty (60) days from the date of this letter.

Accepted in accordance with the terms and conditions of this proposal 53268:

Authorized Signature	Date
Printed Name	Company (Representative of)

Commissioners Court - Regular Session **43.**

Meeting Date: 09/10/2019

Asbestos Surveys for Residential Home Demolition (6 Vacant Homes)

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Separation Systems Consultants, Inc. to perform Asbestos Survey service prior to demolition of six vacant homes (see background for exact locations) as listed per the TIPS Contract #170602 in the amount of $8,960.00 and authorizing execution of the agreement.

Background

This agreement is to provide service of Asbestos Survey prior to the Demolition of six vacant homes at the following locations: 101 CR 138 Hutto, Tx
175 CR 138 Hutto, Tx
3825 CR 110 Hutto,Tx
FM972 Bartlett, Tx
915 Stubblefield Lane, Liberty Hill, Tx
923 Stubblefield Land, Liberty Hill, Tx
Department point of contact is Dwayne Gossett. Funding Source 01.0100.0509.004509 for FY19.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asbestos Survey Contract - Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 11:10 AM
Purchasing (Originator)	Randy Barker	09/05/2019 09:15 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:33 AM

Form Started By: Andrew Portillo Started On: 09/04/2019 10:20 AM

Final Approval Date: 09/05/2019

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR ASBESTOS SURVEY FOR
RESIDENTIAL HOME DEMOLITION
(6 Vacant Homes)
TIPS #170602

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** with offices at 17041 El Camino Real, Ste. 200, Houston, TX 77058, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Proposal/Quotation, dated August 22, 2019 and designated Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $8,960.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation, dated Proposal/Quotation, dated August 22, 2019 and designated Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson

County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
Date: _____, 2019	Date: August 29, 2019

Exhibit "A"
Proposal/Quotation
(dated August 22, 2019 and incorporated herein as if copied in full)

SSCI
Environmental, Construction and Engineering Services

August 22, 2019

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

Attn: Mr. Dwyane Gossett
Phone: (512) 943-1611
E-mail: dgossett@wilco.org

RE: Asbestos Survey for Demolition
Six (6) Vacant Homes
Williamson County, Texas
SSCI Project No.: 53268
TIPS Contract No. 170602

Mr. Gossett:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey prior to the Demolition of the six (6) vacant homes located at 101 CR 138, Hutto, Texas, 175 CR 138, Hutto, Texas, 3825 CR 110, Hutto, Texas, 6801 FM 972, Bartlett, Texas, 915 Stubblefield Lane, Liberty Hill, Texas, and 923 Stubblefield Lane, Liberty Hill, Texas (Site). The Site is identified on the Williamson Central Appraisal District (WCAD) as property ID nos. R021022, R338367, and R503629. The properties located at 3825 CR 110, 915 Stubblefield Lane, and 923 Stubblefield Lane could not be located on the WCAD. SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) prior to the demolition of on-site buildings. The proposed survey includes identification of ACM within permanent structures located on the Site, including houses, garages, and warehouses, and excludes non-permanent structures such as trailers. At the request of the client, this project will be performed under SSCI's existing The Interlocal Purchasing System (TIPS) contract (contract no. 170602). SSCI's proposed services are provided below.

Asbestos Survey for Demolition

The Asbestos Survey will be conducted in accordance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements and the Texas Asbestos Health Protection Rules (TAHPR). The sampling will be performed by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector under the direction of a TDSHS licensed Individual Asbestos Management Planner.

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: (281) 486-1943
Fax: (281) 486-7415
blopez@sscienvironmental.com

The objective of the survey is to identify friable and non-friable ACMs in advance of the proposed demolition of the on-site buildings. The findings of the sampling event will be presented in a survey report. If ACMs are identified, the owner will be able to use the survey report to obtain construction permits and aid the preparation of asbestos abatement specifications.

Suspected ACMs to be sampled include surface materials (sprayed-on or troweled-on materials), thermal insulation materials (pipe insulation, wrapping, etc.) and miscellaneous materials (floor tiles, ceiling tiles, drywall, mastics, etc). Samples will be collected using destructive methods necessary to identify suspected ACMs. SSCI will sample only those materials which are reasonably accessible. If additional materials are discovered during the demolition process, SSCI is not accountable for any costs associated with the sampling of those materials, or project delays associated with their discovery.

SSCI estimates that no more than two-hundred and seventy (270) samples of suspected ACMs will be collected from the interior and exterior of the on-site buildings for analysis. The samples will be collected following EPA and TAHPR protocols. The samples will be analyzed using Polarized Light Microscopy (PLM) by a TDSHS-licensed laboratory and analyzed on a standard 5-business day turnaround. Positive stop analysis will be requested at the laboratory. Positive stop analysis means that once a sample has been identified to contain greater than 1% asbestos, the subsequent samples will not be analyzed. The samples will be transported to the laboratory under chain-of-custody procedures.

Friable samples reported to contain >1% but <5% asbestos can be analyzed using the point-count technique (PCT). However, PCT analysis is not recommended on non-friable ACMs. Non-friable Organically Bound (NOBs) materials such as floor tile, mastic, and roofing may contain asbestos fibers that are tightly bound to the matrix and thus are not easily isolated. Fibers may not be detected by PLM resulting in inconsistent results. NOBs may be analyzed at the client's request by gravimetric reduction or similar method, and then analyzed by PLM. Point-count or NOB analysis will be provided upon request and for an additional fee.

Reporting, Cost, and Schedule

SSCI will provide the services outlined within this proposal for a fixed fee of $8,960.00. SSCI's invoices are payable upon receipt. SSCI is prepared to begin work upon written notice to proceed. Samples will be analyzed on a standard 5-business day turnaround timeframe. A final report for each of the Sites will be provided within two (2) weeks from receipt of final laboratory results. A breakdown of the costs is provided in the following table:

Asbestos Survey for Demolition Six (6) Vacant Homes Williamson County, Texas SSCI Project No. 53268				
Description	**Quantity**	**Rate**	**Units**	**Amount**
Asbestos and Lead-Based Paint Survey for Demolition				
Principal	1	$200.00	Hour	$200.00
Senior Project Manager	1	$135.00	Hour	$135.00
Licensed Asbestos Inspector	24	$75.00	Hour	$1,800.00
Environmental Technician	24	$70.00	Hour	$1,680.00
Asbestos PLM Analysis (5-Day TAT)	270	$10.00	Each	$2,700.00
Lodging and Meals	1	$250.00	Day	$250.00
Vehicle	2	$95.00	Day	$190.00
Sub Total				**$6,955.00**
Reporting				
Senior Project Manager	1	$135.00	Hour	$135.00
Licensed Asbestos Inspector	12	$75.00	Hour	$900.00
Environmental Technician	12	$70.00	Hour	$840.00
Clerical	2	$65.00	Hour	$130.00
Sub Total				**$2,005.00**
TOTAL				**$8,960.00**

Reporting, Cost, and Schedule

SSCI's scope of services and fee structure is based on the following assumptions:

- Right-of-entry will be provided by the client.
- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees;
- Field activities will be completed over the course of two (2) consecutive days. More than two (2) consecutive days may result in additional fees; and
- No more than two-hundred and seventy (270) samples of suspected ACM will be collected from the Site for analysis. Greater than two-hundred and seventy (270) samples will result in additional fees.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at blopez@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,

Brandon Lopez
Project Manager

Jo Drake Keim
Vice President

SSCI's proposal is valid for sixty (60) days from the date of this letter.

Accepted in accordance with the terms and conditions of this proposal 53268:

Authorized Signature	Date
Printed Name	Company (Representative of)

Commissioners Court - Regular Session **44.**

Meeting Date: 09/10/2019

Discuss consider and take appropriate action on a proposed variance to the County OSSF Order

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a proposed variance to the County's OSSF Order.

Background

Property owner Gerald Kurio is requesting a variance to the Williamson County OSSF Order. The variance would be in relation to allowing the subdivision of a property that does not meet lot size. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kurio Variance Request Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:48 AM
Form Started By: Kelly Murphy		Started On: 09/05/2019 09:23 AM
Final Approval Date: 09/05/2019		

August 10, 2019

Williamson County Engineer's Office
3151 Southeast Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Roger Hickman, P.E.

RE: Gerald Kurio, Sammy Kurio, Martha Kurio Faske
Subdivision of property located at
5901/5911 FM 972
Georgetown, Texas 78626

Dear Judge Bill Gravel, Commissioner Terry Cook, Commissioner Cynthia Long, Commissioner Valerie Covey, and Commissioner Russ Boles:

We understand the application association with the above referenced address does not meet the County's development provisions indicated in OSSF Order Section 10(D)(2)(a) as the proposed contains less than two acres.

As a result, we respectfully request a variance from this minimum standard to allow for this property to be separated into 2 entities, each with own legal description.

The referenced properties are on a tract of land on FM 972, 2 miles east of Walburg. Construction and improvements to FM 972 years ago, separated 1.2 acres from the total 113. That separation of the property and its location resulted in a devaluation of the 1.2 acres. Our parents constructed the 2 homes in reference as rental units as a way of adding value to the split apart acreage. They were constructed in 1981 and 1983, respectively, on the 1.2 acres of the 113 separated total arcreage. In the early 1980's the rules for septic system required 1/2 of an acre per septic system. The necessary permits and applications were filed to construct both homes on the 1.2 tract.

The 1985, the septic requirements changed from the minimum 1/2 acre to a 1 acre minimum lot per system.

The drain field for 5911 FM 972 was installed between the two houses and because of limited space, numerous drainage challenges arose for occupants. This was rectified with the installation of an entirely new system, June, 2019.

The 5901 FM 972 address has a much larger drain field and has not developed problems.

We are requesting a variance so each house has its own legal description and therefore, can be sold or divided separately. It is economically challenging to be required to sell both houses as one entity instead of separate.

The approval of the requested variance would provide equivalent protection to tenants and/or future owners, the natural environment, and to the public health as per current regulation.

Respectfully,

Gerald S. Kurio
512-663-6615

Commissioners Court - Regular Session **45.**

Meeting Date: 09/10/2019

1806-237 Metal Beam Guard Fence - renewal 1

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 Metal Beam Guard Fence contract #1806-237, for the same pricing, terms and conditions as the existing contract but with the exception of the addition of the FY20 scope of work for this renewal period, entitled "Work Plan MBGF In Place FY20", that is attached for reference, for the term of September 8, 2019 - September 7, 2020, with RHB Construction.

Background

This is the first extension of two (2), one (1) year renewal options. The user department submitted an annual Vendor Performance Report (VPR) that reflected the vendor met our requirements on this contract and request to renew. The point of contact is Kon Kwan. This will be a FY20 expenditure, under Road/Construction/Maintenance 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal form

Work Plan FY2020

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:19 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 09:58 AM
Form Started By: Dianne West		Started On: 08/21/2019 10:05 AM
Final Approval Date: 09/05/2019		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	RHB Construction		
Vendor Address:	402 W Palm Valley Blvd A, Round Rock, TX 78664		
Purpose/Intended Use of Product or Service (summary):			
Metal Beam Guard Fence In Place			
P.O./Contract Number:	1806-237	**Effective Date:**	09/08/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/07/2020
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract, with the exception of the addition of the FY20 scope of work for this renewal period, as provided by the requesting Road and Bridge user department entitled, "Work Plan MBGF In Place FY20" that is attached for reference.**
- 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 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	September 08, 2019 – September 07, 2020
Initial Contract Period	September 08, 2018 – September 07, 2019

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

Vendor RHB Construction

Name Tracey Hummel

Title President

Signature _____

Date 08-28-2019.

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Work Plan FY 20
Metal Beam Guard Fence

1. New MBGF to be installed

County Roads

CR 463
CR 426
CR 331
CR 454

2. On-Call services for replacing unforeseen damaged MBGF

All county roads including, but not limited to, the following high ADT county roads:

Chandler Road
Ronald Reagan Blvd.
Limmer Loop
McNeil Road
Williams Drive

Commissioners Court - Regular Session **46.**

Meeting Date: 09/10/2019

1707-177 renewal 2 with Statewide Materials Transport, Ltd. for Hauling Services

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 Hauling Services, contract #1707-177, for the same pricing, terms and conditions as the existing contract, for the term of September 12, 2019 - September 11, 2020 with Statewide Materials Transport, Ltd.

Background

This is the second extension for this contract. The Road and Bridge Department (R&B) submitted a Vendor Performance Report (VPR) showing the vendor met all the County requirements on this contract and requests renewal. The R&B point of contact is Jeff Ivey. The expenditure will be for FY20, under line item 01.0200.0210.003544.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1707-177 renewal 2 with Statewide Materials Transport, Ltd. for Hauling Services

---

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:03 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:10 AM
Form Started By: Dianne West		Started On: 09/03/2019 04:32 PM
Final Approval Date: 09/05/2019		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Road & Bridge
Vendor Name:	Statewide Materials Transport Ltd.		
Vendor Address:	4515 Hunter Rd., San Marcos, TX 78666		
Purpose/Intended Use of Product or Service (summary):			
Hauling			
P.O./Contract Number:	1707-177	**Effective Date:**	09/12/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2020
Requested By:	Terron Evertson, Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2), one (1) year renewal option periods:**

Renewal Option Period 2	September 12, 2019 – September 11. 2020
Renewal Option Period 1	September 12, 2018 – September 11, 2019
Initial Contract Period	September 12, 2017 – September 11, 2018

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

Vendor Statewide Materials Transport, Ltd.

Name Randy Meachen

Title General Manager

Signature

Date 8/19/2019

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

Bill Gravell

Williamson County Judge

Signature

Date

Commissioners Court - Regular Session **47.**

Meeting Date: 09/10/2019

1806-242 Flex Base Materials renewal 1

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 Flex Base Materials contract #1806-242, for the same pricing, terms and conditions as the existing contract that was awarded to Industrial Asphalt, LLC as the primary vendor, and Vulcan Constructions Materials as the secondary vendor for the term of September 12, 2019 - September 11, 2020.

Background

This contract renewal is for the Road and Bridge (R&B) Department. The department point of contact is Jeff Ivey. A Vendor Performance Report was submitted stating all county requirements had been met and contract renewal was requested. This expenditure will be for FY20. Funding source: Base & Stabilizer 01.0200.0210.3551.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1806-242 renewal 1 with Industrial Asphalt, LLC

1806-242 renewal 1 with Vulcan Construction Materials, LP

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:05 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:12 AM
Form Started By: Dianne West		Started On: 09/03/2019 04:47 PM
Final Approval Date: 09/05/2019		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Industrial Asphalt, LLC		
Vendor Address:	9020 N Capital of TX HWY, Bldg II, Ste 250, Austin, TX 78759		
Purpose/Intended Use of Product or Service (summary):			
Flex Base Materials			
P.O./Contract Number:	1806-242	**Effective Date:**	09/12/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2020
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same 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 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	September 12, 2019 – September 11, 2020
Initial Contract Period	September 12, 2018 – September 11, 2019

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

Vendor Industrial Asphalt, LLC.

Name Robert Sutton

Title Sales Manager

Signature _____

Date 08/26/2019

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Vulcan Construction Materials LP		
Vendor Address:	800 Isom Road, Ste. 300, San Antonio, Texas 78216		
Purpose/Intended Use of Product or Service (summary):			
Flex Base Materials			
P.O./Contract Number:	1806-242	**Effective Date:**	09/12/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/11/2020
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same 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 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	September 12, 2019 – September 11, 2020
Initial Contract Period	September 12, 2018 – September 11, 2019

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

Vendor Vulcan Construction Materials LLC

Name Jeff Harris

Title Commercial Excellence Director

Signature _____

Date 8-22-19

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **48.**

Meeting Date: 09/10/2019

Awarding RFQ #1904-314 Cave/Void Closure Plans

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 #1904-314 Structural Engineering Services - Review Cave/Void Closure Plans & Misc Structural Analysis to the most qualified firm Dunaway Associates and authorizing execution of the contract.

Background

Purchasing solicited sealed statements of qualifications for Structural Engineering Services - Review Cave/Void Closure Plans & Misc Structural Analysis under RFQ #1904-314. 1,453 firms were invited to submit qualifications of which 52 firms viewed the RFQ documents and 1 firm responded. The response was evaluated by an evaluation committee and it was determined that Dunaway Associates was qualified. The awarded contract amount will be $50,000.00. Department point of contact is Bob Daigh. Funding Source 01.0200.0210.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:23 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:16 AM
Form Started By: Thomas Skiles		Started On: 09/04/2019 07:32 AM
Final Approval Date: 09/05/2019		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Dunaway Associates ("Engineer")**
ADDRESS: **5707 Southwest Parkway, Building 2, Suite 250, Austin, TX 78735**
PROJECT: **Structural Engineering Services Cave Void Closure Plans (1904-314 ("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 **Fifty Thousand Dollars ($50,000.00)** (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.[8] 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.

---

[8] *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.

---

[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:

Ross Eubanks, P.E., S.E., Vice President
Dunaway Associates
5707 Southwest Pkwy, Bldg 2, Ste 250
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: Dunaway Associates
Ross Eubanks, P.E., S.E., Vice President
5707 Southwest Pkwy, Bldg 2, Ste 250
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

Dunaway Associates

By _____

Printed Name: Ross Eubanks

Title: Vice President

Date: JUNE 20, 2019

SUBSCRIBED and sworn to before me the undersigned authority by ROSS H. EUBANKS the VICE PRESIDENT of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: 10.4.2019

KERRY R. RAY
MY COMMISSION EXPIRES
October 4, 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.

Dunaway Associates
Name of Firm

Ross H. Eubanks
Signature of Certifying Official

Ross Eubanks
Printed Name of Certifying Official

Vice President
Title of Certifying Official

JUNE 20, 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 ROSS H. EUBANKS the VICE PRESIDENT of DUNAWAY ASSOCIATES on behalf of said firm.

Kerry R Ray

Notary Public in and for the
State of Texas

My commission expires: 10.4.19

KERRY R. RAY
MY COMMISSION EXPIRES
October 4, 2019

EXHIBIT B

ENGINEERING SERVICES

Project Understanding and Approach

The Scope of Work consists of structural engineering review of cave void closure plan services and miscellaneous structural analysis for various void closures.

The Project approach follows the task items listed below in the detailed Scope of Work. In addition to the tasks listed herein, Engineer will coordinate the following subconsultants' work on behalf of Williamson County:

- Geotechnical Investigation to obtain in-situ soil/rock material properties
- Surface Elevation Survey to map topography within the roadway and determine cave roof thicknesses in relation to the geological void description and profiles.

DETAILED SCOPE OF WORK

1. Site Investigation and Stabilization Plan- Engineer will conduct site visits to document the as is conditions, research the appropriate regulatory approval agency requirements and prepare a site stabilization plan to the County. This exhibit will show an overlay of the extents of the void on an aerial map (as provided in the geologist's report), utility information, extents of demolition to the void opening, and procedure to stabilize and secure the void opening and adjacent areas.

2. Topographical and Right of Way Survey

3. Geotechnical Subsurface Exploration-
   a. Perform a subsurface exploration to core the underlying limestone rock
   b. Obtain rock recovery and rock quality designation (RQD) information
   c. Perform unconfined compressive strength testing on five (5) rock cores to 30feet depth collected during the drilling.

4. Coordination with Approval Agencies (Hourly) -Engineer will participate in meetings and conferences to discuss the approach and development of mitigation procedures for the void. Engineer will coordinate with the following agencies:

- Williamson County
- Texas Commission on Environmental Quality (TCEQ)
- Brushy Creek Municipal Utility District (BCMUD)
- Geotechnical Engineering Company
- Licensed Surveyor
- Franchise Utility Companies

In addition, Engineer will respond to comments and requests. Engineer has included the time to make any and all necessary revisions to design plans per regulatory agency code and regulations. Engineer will perform site visits as requested.

5. Construction Documents – Public Improvements – Engineer will prepare construction documents for the public infrastructure repair and structural mitigation procedures for this project. The anticipated repairs consist of the following:
    a. Replacement of the damaged water line, gas line and storm sewer.
    b. Reconstruction of the roadway, curb and sidewalk improvements in the County ROW.
    c. Structural mitigation plans, details and procedures to properly close off and seal the void in the County ROW and in accordance with TCEQ requirements.

    These construction documents will be signed and sealed by a Registered Professional Engineer licensed in the State of Texas and will be processed with Williamson County for approval and construction. A set of engineering specifications will accompany the construction drawings. A tentative list of drawings required to meet the objectives of this Project are as follows:

    Cover Sheet
    General Notes
    Existing Site Civil Plan w/ Erosion Control Facilities & Details
    Final Site Civil Plan
    Structural Mitigation Plan
    Utility Details
    Miscellaneous Details

6. Project Management and Construction Administration Services (Hourly) -- Engineer will provide the following services as necessary:
    a. Submit bid documents and specifications to prequalified contractors (invited by Williamson County) to bid construction documents. Engineer will help manage the procurement of bids and present to Williamson County for selection and approval.
    b. Review and respond on the County's behalf for site plan submittals related to elements of the design for which Engineer is responsible.
    c. Review and respond to written Requests for Information from the County's contractor regarding elements of the design for which Engineer is responsible.
    d. Make site visits, as required, during construction to monitor the progress of construction in accordance with the approved plans and specifications.

Only those services specifically mentioned in the Scope of Work above shall be provided by Engineer.

ADDITIONAL SERVICES (not included in the Scope of Work)

The following is a list of services not included in the Scope of Work. If the County determines any of these services are necessary to the Project, Engineer and County shall execute a contract modification setting out a description of the Additional Services, fees for such services and a schedule for performing the Additional Services.

1. Design of franchise utilities (gas, electric, telephone and cable TV) will be conducted by the franchise utility companies. Usually, each franchise utility company will provide its own design. If desired, Engineer will show the conduit for each of these on our drawings provided that the size, number and material for each conduit is provided to Engineer by the utility company.
2. Redesign efforts related to site plan changes after significant design efforts have begun or redesign efforts to meet construction budgets are not included.
3. Surveying services such as boundary, tree, and as-built surveys and easements by separate instrument are not included unless specifically mentioned in the Scope of Work.
4. Soil Investigation/Laboratory Testing – Engineer recommends that the County retain an independent laboratory for use in any testing required during the design phase, i.e., for density approval in the street rights-of-way, and for any site excavation and embankment that might be required for this Project.
5. Construction testing services are not included; however, Engineer recommends that the County retain a geotechnical engineering consultant to provide construction testing services.
6. Sanitary sewer design and maintenance services will not be included in the Scope of Services.
7. All civil work within the Scope of Work is limited to the public Right-of-Way.
8. Water profile design is not included in the Scope of Services.
9. Traffic control plan and details will not be included as part of this Project's Scope of Work.
10. Contract amendments by contractor are not included in the Scope of Work.

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

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.

DUNAWAY

2019 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	$85.00 - $154.00
Information Systems	$100.00 - $110.00
Marketing/Business Development	$90.00 - $220.00
Financial	$120.00 - $220.00
Civil Technician	$95.00 - $121.00
Civil Designer	$120.00 - $143.00
Graduate Engineer	$118.00 - $135.00
Project Engineer	$135.00 - $209.00
Managing Engineer	$175.00 - $193.00
Technical Engineer	$195.00 - $242.00
Project Surveyor	$140.00 - $154.00
Survey Party Chief	$120.00 - $154.00
Survey Technician	$100.00 - $127.00
Survey Field Assistant	$63.00 - $75.00
GIS	$105.00 - $116.00
Planner	$100.00 - $209.00
Landscape Designer	$105.00 - $116.00
Landscape Architect	$100.00 - $138.00
Environmental Scientist	$105.00 - $116.00
Intern	$75.00 - $83.00
Discipline Lead	$130.00 - $242.00
Engagement Manager	$175.00 - $297.00
Line of Business Manager/Executive	$220.00 - $259.00
Regional Executive	$235.00 - $259.00
Managing Partner	$325.00 - $358.00
President	$400.00 - $440.00

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.

WILLIAMSON COUNTY
1848

June 10, 2019

Mr. Randy Barker
Purchasing Agent, Purchasing
901 S. Austin Ave
Georgetown, TX 78626

Re: Recommendation for RFQ 1904-314 Structural Engineering Services Cave Void Closure Plans

Dear Randy,

One submission was received for the Structural Engineering Services Cave Void Closure Plans project. The Evaluation Committee recommends the selection of Dunaway Associates.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, PE
County Engineer

EVALUATION - Structural Engineering Services - Cave Void Closure Plans

RFQ 1904-314

DATE: June 10, 2019 10:00 AM

Mandatory Criteria	Maximum Score Points	Dunaway Associates
Texas Office Location	Pass/Fail	Pass
Project Manager's Experience/Qualifications with structural projects	25	22
Individuals on Project Team's Experience/Qualifications with structural projects	25	23
Understanding of project	25	22
Availability of Project Manager, task leads and relevant staff	25	10
TOTAL	100	77

Commissioners Court - Regular Session **49.**

Meeting Date: 09/10/2019

HNTB Construction Observation for Limestone Terrace Project

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on new Contract for Engineering Services with HNTB Corporation to provide Construction Observation Services for the Limestone Terrace project.

Background

The Limestone Terrace project includes concrete pavement roadways and requires more specialized construction inspection than a standard County project. County staff recommends utilizing HNTB to supplement to County inspection staff and perform construction observation on the Limestone Terrace project. HNTB is currently performing construction observation for the Road Bond program and the same staff can be utilized to observe Limestone Terrace with little additional effort. A new contract is required due to the different funding source. The Williamson County Road and Bridge Department seeks exemption of this contract from the standard procurement process because HNTB is uniquely qualified to perform the work, as they are already mobilized and can perform the work by reallocating staff from other Williamson County projects.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB Construction Observation for Limestone Terrace Project

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2019 09:02 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:37 AM
Form Started By: Vicky Edwards		Started On: 09/04/2019 01:22 PM
Final Approval Date: 09/05/2019		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **HNTB Corporation** **("Engineer")**
ADDRESS: **701 Brazos, Suite 450, Austin, TX 78701**
PROJECT: **Construction Observation for Limestone Terrace 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 **seventy thousand dollars ($70,000.00)** (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.

---

[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.

ARTICLE 9

[b] *See* Art. 6, *supra.*

PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Department of Infrastructure
Attn: Robert B. Daigh, P.E.
3151 S.E. Inner Loop
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:

Michelle R. Dippel HNTB Corporation
701 Brazos Street, Suite 450
Austin, Texas 78701

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

c/o: Director of Department of Infrastructure
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 Dept. of Infrastructure
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: HNTB Corporation
701 Brazos Street, Suite 450
Austin, Texas 78701
Attention: Michelle R. Dippel

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: _____ ____, 20_____

ENGINEER

HNTB Corporation

By _____

Printed Name: Michelle R. Dippel

Title: Vice President

Date: August 30, 2019

SUBSCRIBED and sworn to before me the undersigned authority by Michelle R. Dippel the Vice President of **ENGINEER**, on behalf of said firm.

JACQUELYN WEIGHT FITZPATRICK
Notary ID #125893933
My Commission Expires
October 27, 2022

_____
Notary Public in and for the
State of Texas

My commission expires: 10/27/2022

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.

HNTB Corporation
Name of Firm

Signature of Certifying Official

Michelle R. Dippel
Printed Name of Certifying Official

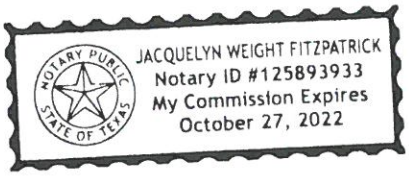
Vice President
Title of Certifying Official

August 30, 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 Michelle R. Dippel _____ the Vice President _____ of Engineer _____, on behalf of said firm.



Jacquelyn Weight Fitzpatrick
Notary Public in and for the
State of Texas

My commission expires: 10/27/2022

EXHIBIT B

ENGINEERING SERVICES

Summary of Scope of Services: ENGINEER is to perform observation of the Project which includes the following:

- Prepare agenda for, attend, and prepare minutes for pre-construction conference.
- Receive and process/approve construction submittals.
- Receive and respond to RFIs.
- Perform daily construction observation and documentation and provide one on-site observer to oversee construction of the project. Prepare and issue traffic control notifications to County and other affected entities, as needed. Perform and document traffic control and SW3P inspections. Receive and review QC test results for compliance with the specifications. Maintain construction records, including project diary, daily reports, photos, SW3P inspection records, and TCP inspection records.
- Review and process monthly invoices.
- Prepare, negotiate, and process change orders.
- Participate in final project walk through with County staff. Prepare a punchlist on behalf of the County. Prepare and issue Notice of Substantial Completion. Upon completion of the Project, prepare and issue Certificate of Completion and Certificate of Acceptance.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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:
_____	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

Classification	2019 Billing Rate	2019 Premuim OT
Sr. Financial Advisor	$351	
Deputy Program Manager	$340	
Sr. Project Advisor	$313	
Project Advisor	$282	
Sr. Project Manager	$239	
Project Manager	$212	
Sr. Engineer	$196	
Environmental Specialist	$186	
Sr. ROW Agent	$186	
Deputy Project Manager	$186	
Project Engineer	$170	
Sr. Environmental Planner	$153	
Construction Manager	$148	
Business Manager	$148	
ROW Agent	$143	
Sr. CADD Technician	$143	
Sr. Project Controls	$143	
Design Engineer	$133	
Sr. Construction Representative	$133	$156
Environmental Planner	$111	
Sr. Project Analyst	$111	
Construction Representative	$111	$131
Sr. Public Involvement Representative	$106	
EIT	$106	
Project Analyst	$96	
Scheduler	$96	
GIS Analyst	$90	
Project Controls	$80	
Administrative Assistant	$74	
CADD Technician	$74	
Intern	$63	$74

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

Commissioners Court - Regular Session **50.**

Meeting Date: 09/10/2019

Discuss consider and take appropriate action regarding the closing of Limestone Terrace and detouring traffic during road reconstruction

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the closing of Limestone Terrace and detouring traffic during road reconstruction.

Background

The proposed roadway closure and detour of Limestone Terrace between Sonterra Boulevard and Quarry Rim Drive is necessary in order to perform roadway reconstruction. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service and Jarrell ISD will be notified. The detour will result in one additional minute of travel time. The closure will start on or around September 11, 2019 and continue for approximately 45 calendar days.

Fiscal Impact

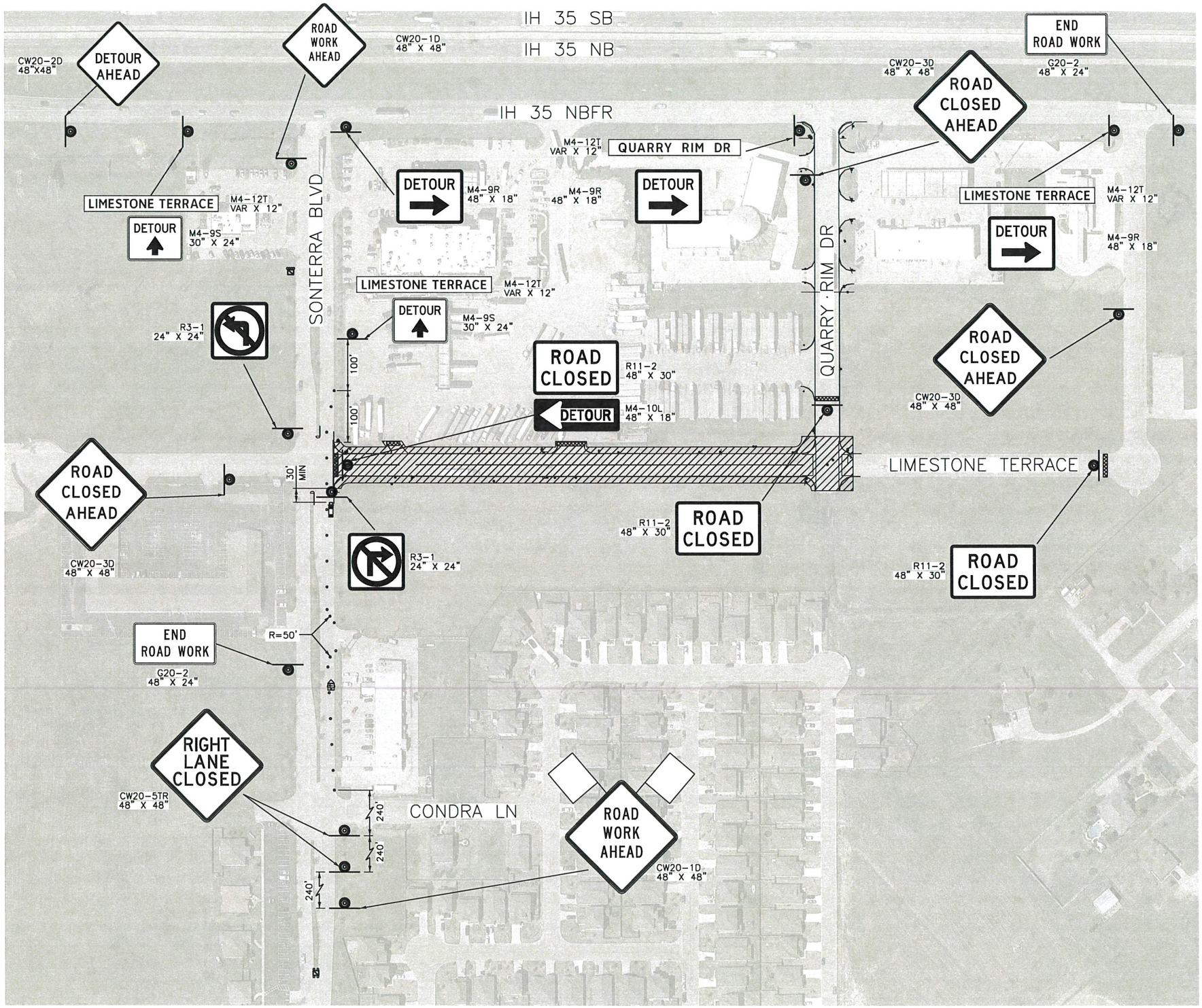
From/To	Acct No.	Description	Amount

Attachments

Detour Plan- Limestone Terrace

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:09 AM
Form Started By: Kelly Murphy		Started On: 09/05/2019 10:35 AM
Final Approval Date: 09/05/2019		



STATE OF TEXAS
TYLER P. DUBE
118612
LICENSED PROFESSIONAL ENGINEER

TYLER P. DUBE, P.E. — 3/19/2019 DATE

STATE OF TEXAS
GILMER D. GASTON
80472
LICENSED PROFESSIONAL ENGINEER

GILMER D. GASTON P.E. — 3/19/2019 DATE

NO.	REVISION	BY	DATE

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

TRAFFIC CONTROL PLAN PHASE I

Designed:	BE
Checked:	TPD
Drawn:	BE
Checked:	TPD

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

SHEET NO. 8

\\pape-dawson\pd\H\projects\510\16\02\Design\Civil\TCP\Limestone\5101602_Limestone_TCP_PH 1.dgn
3/19/2019 8:04:56 AM

Commissioners Court - Regular Session **51.**

Meeting Date: 09/10/2019

1809-259 Lakeline Right Turn Lanes Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 (M.A. Smith Contracting) in the amount of $5,202.12 for Lakeline Right Turn Lanes, a Road Bond project in Commissioner Pct. 2.
P: 331 Funding Source: Road Bond

Background

This Change Order replaces the proposed concrete block retaining wall with a concrete curb placed along the proposed sidewalk, due to the proximity of the sidewalk to the existing Austin Energy (A/E) poles. The actual location of the A/E poles put the poles too close to the proposed sidewalk and block wall. Per A/E, all construction should be a minimum of 2 feet from the poles. To provide this clearance, the wider block wall was replaced with a narrower concrete curb. This Change Order also adds pay items for the 2 inch and 3 inch conduit bores called for in the plans for the proposed signal at the HEB driveway. The plans call for new conduit to be bored across Lakeline Boulevard, but the pay items for this work were not included in the bid tab.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-259 Lakeline RTL Change Order No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 09:59 AM
Form Started By: Dawn Haggard		Started On: 08/28/2019 11:39 AM
Final Approval Date: 09/05/2019		

AUG 26 2019
PSI

Received
AUG 30 2019
HNTB Corporation
Round Rock

Received
AUG 23 2019
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Smith Contracting**

2. Change Order Work Limits: Sta. **12+00** to Sta. **17+50**

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

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

Project:	*1809-259*
Roadway:	*Lakeline Right Turn Lane*
CSJ Number:	

5. Describe the work being revised:

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order replaces the proposed concrete block retaining wall with a concrete curb along the proposed sidewalk due to the proximity of the sidewalk to the existing A/E poles and adds pay items for the 2" and 3" conduit bores called for in the plans for the proposed signal at the HEB driveway.

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

7. New or revised plan sheet(s) are attached and numbered:

8. New Special Provisions/Specifications to the contract are attached: No

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

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

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

THE CONTRACTOR Date 8/21/19

By

Typed/Printed Name Christopher Lopez

Typed/Printed Title Project Manager

The following information must be provided

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

Amount added by this change order: **$5,202.12**

RECOMMENDED FOR EXECUTION:

John D. K P.E. 8/26/19
Project Manager Date

N/A
Design Engineer Date

8/26/19
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2 ***Project # 1809-259***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
423-6004	RETAINING WALL (CONC BLOCK)	SF	$60.00	879.00	$52,740.00	(879.00)	0.00	$0.00	($52,740.00)
835S-COA2	CONDT-PVC-SCH 80-2 INCH-BORE (COA Bid Item)	LF	$29.69	0.00	$0.00	140.00	140.00	$4,156.60	$4,156.60
835S-COA3	CONDT-PVC-SCH 80-3 INCH-BORE (COA Bid Item)	LF	$30.75	0.00	$0.00	280.00	280.00	$8,610.00	$8,610.00
999-WC03	ELEVATED CURB ON PROPOSED SIDEWALK	SF	$38.48	0.00	$0.00	1,174.00	1,174.00	$45,175.52	$45,175.52
TOTALS					$52,740.00			$57,942.12	$5,202.12

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Lakeline Right Turn Lane
Williamson County Project No. 1809-259

Change Order No. 2

Reason for Change

This Change Order replaces the proposed concrete block retaining wall with a concrete curb placed along the proposed sidewalk, due to the proximity of the sidewalk to the existing Austin Energy (A/E) poles. The actual location of the A/E poles put the poles too close to the proposed sidewalk and block wall. Per A/E, all construction should be a minimum of 2 feet from the poles. To provide this clearance, the wider block wall was replaced with a narrower concrete curb.

This Change Order also adds pay items for the 2-inch and 3-inch conduit bores called for in the plan items for the proposed signal at the HEB driveway. The plans called for new conduit to be bored across Lakeline Boulevard, but the pay items for this work were not included in the bid tab.

The following summarizes the new Contract items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
835S-LT2	CONDT-PVC-SCH 80-2 INCH-BORE	140	LF
835S-LT3	CONDT-PVC-SCH 80-3 INCH-BORE	280	LF
999-WC03	ELEVATED CURB ON PROPOSED SIDEWALK	1174	SF

This Change Order results in a net increase of $5,202.12 to the Contract amount, for an adjusted Contract total of $589,994.67. The original Contract amount was $567,792.55. As a result of this and all Change Orders to-date, $22,202.12 has been added to the Contract, resulting in a 3.9% net increase in the Contract cost. No days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

COP #2 Boring for 2in & 3in PVC

SMITH CONTRACTING CO., INC.

EXCAVATING • PAVING • CONCRETE • UTILITIES

PROJECT: Lakeline Blvd.-Right Turn Lane
DATE: 4/5/2019

DESCRIPTION:

The estimate below is for an omitted line item. ATS will be boring ±140' for 1(2") pvc & 2(3") pvc conduit. Zero(0) additional days of contract time are requested for this work. Final cost is inclusive of the items listed below; no other costs are included in this proposal. All final costs will be based on actual quantities required for construction.

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$50.00	$0.00
Superintendent			$40.00	$0.00
Foreman/Layout/Coordinator			$30.00	$0.00
Operator			$19.00	$0.00
Pipe Layer/Concrete Finisher			$17.00	$0.00
Laborer			$15.00	$0.00
Flaggers			$14.00	$0.00
Foreman/Layout/Coordinator OT			$45.00	$0.00
Operator OT			$28.50	$0.00
Pipe Layer/Concrete Fiinisher OT			$25.50	$0.00
Laborer OT			$22.50	$0.00
Flaggers OT			$21.00	$0.00
TOTAL			**LABOR SUBTOTAL**	$0.00

MATERIALS:

	Quantity	Unit	Price	
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		MATERIALS SUBTOTAL		$0.00

SUBCONTRACTORS:

	Quantity	Unit	Price	
				$0.00
				$0.00
				$0.00
				$0.00
		SUBCONTRACTORS SUBTOTAL		$0.00

UNIT PRICING:

	Quantity	Unit	Price	
CONDT - PVC-SCH 80- 2 INCH - Bore	140	LF	$29.69	$4,156.60
CONDT - PVC-SCH 80- 3 INCH - Bore	280	LF	$30.75	$8,610.00
		UNIT PRICING SUBTOTAL		$12,766.60

EQUIPMENT:

	Quantity	Unit	Price	
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		EQUIPMENT SUBTOTAL		$0.00

LABOR SUBTOTAL		$0.00
LABOR BURDEN	55%	$0.00
LABOR PROFIT & OVERHEAD	15%	$0.00
MATERIALS SUBTOTAL		$0.00
MATERIALS PROFIT AND OVERHEAD	15%	$0.00
SUBCONTRACTORS SUBTOTAL		$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	5%	$0.00
UNIT PRICING SUBTOTAL		$12,766.60
EQUIPMENT		$0.00
EQUIPMENT MARKUP	15%	$0.00
SUBTOTAL		**$12,766.60**
BONDING COST	0%	$0.00
TOTAL		**$12,766.60**

15308 GINGER STREET • AUSTIN, TX 78728 • (512) 990-7640 • Fax (512) 990-7855

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

March 21, 2019

CHANGE ORDER

PROJECT: LAKELINE TURN LANE

Item No.	Item-code Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
618	6048	CONDT -PVC-SCH 80-2 INCH - Bore	LF	140	$28.00	$3,920.00
618	6055	CONDT -PVC-SCH 80-3 INCH - Bore	LF	280	$29.00	$8,120.00
		Total Bid Amount				**$12,040.00**

NOTES: OMISSION OF CONTRACT ITEM

1) ABOVE WORK IS SHOWN IN CIVIL SHEETS-Page 29- BUT NO CONTRACT PAY ITEM
2) BORE PROFILE IS NOT INCLUDED- IF REQUIRED, PAYMENT SHALL BE BY FORCE ACCOUNT

CONTACT Edward Schroeder for any questions at 512-255-9951 ext. 114

FILENAME: G:\068501508*Lakeline Turn Lanes PS&E\Design\LTLsig102.dgn
PLOTTED: 7/9/2018 8:31:19 AM

NOTES:
1. REMOVE SIGNAL HARDWARE AS SHOWN ON THE PLANS AND SALVAGE BACK TO THE CITY OF AUSTIN TRAFFIC SIGNAL SHOP. SHALL BE SUBSIDIARY TO ITEM 840S.
2. DIMENSIONS, STATIONS, AND OFFSETS GIVEN AT BACK OF CURB UNLESS OTHERWISE NOTED.
3. LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE. CONTRACTOR SHALL CALL "TEXAS ONE CALL" (800-245-4545) PRIOR TO EXCAVATION. TRENCHING OR DRILLING IN THE VICINITY OF UNDERGROUND UTILITIES SHALL BE HAND DUG TO AVOID DAMAGE.
4. REFER TO SIGNING & MARKING SHEETS FOR PAVEMENT MARKING AND OTHER SIGNING DETAILS.
5. PULL BOX LOCATED NEXT TO POLE A2 TO BE PLACED OVER EXISTING ILLUMINATION CONDUIT. BREAK CONDUIT AND ADD SWEEPS INTO NEW PULL BOX FOR NEW CONDUCTORS TO EXISTING POLE IN RUN 20.
6. CONDUIT RUN 3 TO BE CONSTRUCTED AS TRENCHED CONDUIT DURING DRIVEWAY RECONSTRUCTION.

POLE LOCATIONS*			
POLE	STA	OFFSET(ft)	DIRECTION
A2	17+92.59	57.41	RIGHT
B2	EXISTING FOUNDATION		
C2	EXISTING POLE		
D2	17+02.79	63.00	RIGHT
E2	17+17.39	71.55	RIGHT
F2	EXISTING POLE		
G2	EXISTING POLE		
H2	EXISTING POLE		
I2	EXISTING POLE		

* POLE LOCATIONS IN REFERENCE TO LAKELINE BLVD BASELINE

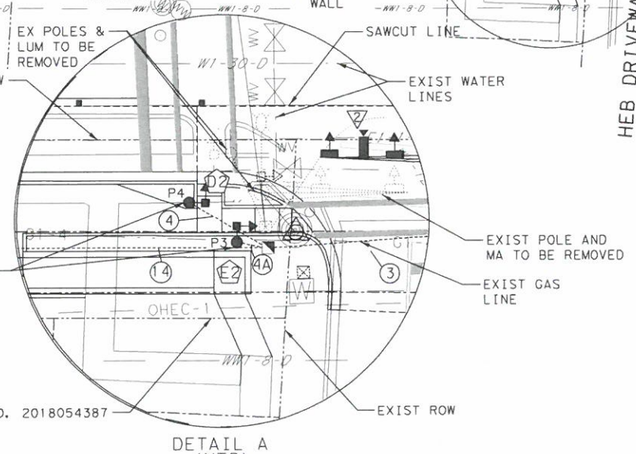
BORE CALLOUT

0 20 40

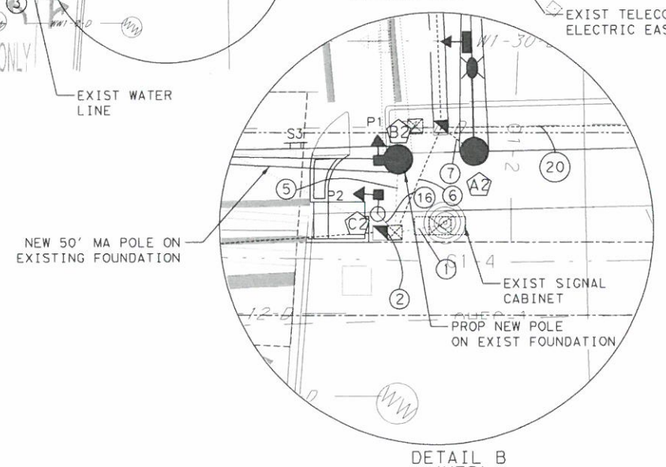
LEGEND

- EXIST WIRING TO REMAIN
- EXIST WIRING TO BE ABANDONED
- EXIST VIVDS TO REMAIN
- EXIST VIVDS TO BE REMOVED
- EXIST GAS LINE
- EXIST OVERHEAD ELECTRIC
- EXIST FIBER OPTIC CABLE
- EXIST STORM DRAIN
- EXIST FIRE MAIN
- EXIST WATER LINE
- EXIST WASTE WATER LINE
- EXIST UNDERGROUND ELECTRIC
- ABANDONED LINE
- PROP SIGNAL HEAD
- PROP MAST ARM
- PROP SIGNAL POLE
- PROP PED-POLE
- PED-HEAD/PUSH-BUTTON
- VIVD CAMERA
- PED RAMP
- EXIST SIGNAL CABINET
- TY D GROUND BOX
- TY A GROUND BOX
- EXIST GROUND BOX TO REMAIN
- EXIST GROUND BOX TO ABANDON
- PROP CONDUIT-TRENCH
- PROP CONDUIT-BORE
- MAST-ARM SIGN
- POLE LABEL
- CAMERA LABEL
- CONDUIT LABEL
- RIGHT OF WAY
- EXIST SIGNAL POLE TO REMAIN
- EXIST MAST-ARM TO REMAIN
- EXIST SIGNAL HEAD TO REMAIN
- EXIST SIGNAL POLE TO BE REMOVED
- EXIST SIGNAL HEAD TO BE REMOVED
- EXIST MAST-ARM TO BE REMOVED

EXIST UTILITY EASEMENT
EXIST WATER LINE
LA COSTA DR
EXIST POLE & MAST ARM TO REMAIN
EXIST GAS LINE
EXIST UTILITY EASEMENT
EXIST ROW
TILITY EASEMENT. VOL. 1522. PG. 696
EXIST ROW
EXIST POLE & MAST ARM TO REMAIN
EXIST SAN SEWER LINE
LAKELINE BLVD
EXIST SAN SEWER
EXIST CONDUIT TO BE ABANDONED
EXIST POLE & EQUIPMENT TO BE RELOCATED TO POLE A2
EXIST SAN SEWER
17+00
18+00
℄ LAKELINE BLVD
EXIST WATER LINE
RELOCATE 60' MA POLE FROM B2 TO A2 ON NEW FOUNDATION
EXIST WATER LINE
EXIST WATER LINE
EXIST ROW
PROP SIDEWALK
PROP FOC
EXIST UGE
EXIST UGE
EXIST ROW
EXIST UGE
45'
PROP ROW DOC. NO. 2018054387
EXIST UTILITY EASEMENT
PROP RETAINING WALL
EXIST OVERHEAD ELECTRIC LINE
EXIST TELECOMM & ELECTRIC EASEMENT
EXIST UTILITY EASEMENT
PROP ELEC SRV NO .2
HEB DRIVEWAY
EXIST WATER LINE



DETAIL A
(NTS)



DETAIL B
(NTS)

STATE OF TEXAS
ROBERT J. GUTKINS
129477
LICENSED PROFESSIONAL ENGINEER
07/03/2018
Phone: (512)-418-1771
Address: 10814 Jollyville Rd
Avallon IV, Suite 300
Austin, TX 78759
Kimley»Horn F-928

© 2017 WILLIAMSON COUNTY

2851 ½ S. LAKELINE BLVD.
LAKELINE TURN LANE

PROPOSED SIGNAL LAYOUT - LAKELINE/ HEB DRIVEWAY

SHEET 2 OF 6

DES: GRM	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN	CASE# SP-2016-0491DS	27

FILENAME: G:\068501508*Lakeline Turn Lanes PS&E\Design\LTLsig104.dgn
PLOTTED: 3/5/2019 3:30:13 PM

CONDUIT AND CABLE CHART

RUN NO	ACTION	ITEM 844S Trenching Behind		ITEM 835S Installing Traffic Signal Conduit				ACTION	ITEM TX620 ELECTRICAL CONDUCTORS				ITEM TX684 SIGNAL CABLE				ITEM 6002 VIVDS COAX	LENGTH OF RUN	RUN NO
													TYPE A			TYPE C			
		Class 2 (12" Width)	Class 3 (18" Width)	2" PVC (BORED)	3" PVC (BORED)	2" PVC (IN TRENCH)	3" PVC (IN TRENCH)		NO. 6 BARE	NO. 6 INSULATED	NO. 8 BARE	NO. 8 INSULATED	3 CNDR NO. 14	5 CNDR NO. 12	20 CNDR NO. 12	2 CNDR TWISTED NO. 18			
1	E						5	I	1	2	4		4	5	4	8	4	10	1
2	I		1			1	2	I	1	2	2	2		2	1	2		5	2
3	I		1			1	2	I	1	2	2	2		2	1	2		60	3
4	I	1				1		I			1			1		1		25	4
4A	I	1				1		I			1			1		1		10	4A
5	E					3		I			3		1		1	1	1	10	5
6	I		1			1	2	I	1	2	3	2	3	2	3	4	3	15	6
7	I		1			3		I			3	2	1	2	1		1	5	7
8	I		1	1	2			I			3		2	2	2	4	2	115	8
9	I		1	1	2			I			3		2	1	2	4	2	25	9
10	E					1		I			1			1		1		15	10
11	E					2	1	I			3		1	1	1	2	1	65	11
12	E					1		I			1			1		1		10	12
13	E					3		I			3		1		1	1	1	10	13
14	I	1				2		I	1	2	1	2						245	14
15	E					1		I			1			1		1		5	15
16	E					3		I			3		1		1	1	1	5	16
17	I	1				1		I	1	2	1	2						20	17
18	I	1				1		I										25	18
19	I	1				1		I										50	19
20	I	1				1		I										10	20
SUBTOTAL (IN FEET)		385	225	140	280	725	160		355	710	1250	760	579	675	525	1110	579		

I - INSTALL, E - EXISTING

INSIDE POLES (IN	18 AWG	14 AWG	LUM	VIVDS	
	2/C	5/C	#8 INS	3/C	COAX
A2		40	60	20	20
B2	10	50		20	20
C2	10	10			
D2	10	10			
E2	10	10			
F2	10	50		20	20
G2	10	10			
H2	10	50		20	20
I2	10	10			
TOTAL QTY	80	240	60	80	80

INSIDE ARMS (IN FEET)	14 AWG	VIVDS	
	5/C	3/C	COAX
A2	99	34	34
B2	89	45	45
C2	PED POLE		
D2	PED POLE		
E2	PED POLE		
F2	95	25	25
G2	PED POLE		
H2	30	14	14
I2	PED POLE		
TOTAL QTY	313	118	118

CABLE TERMINATION CHART - SIGNAL POLES

CNDR NO.	CONDUCTOR COLOR	STATUS	INSTALL	INSTALL	INSTALL	INSTALL
			CABLE 1 20 CNDR	CABLE 2 20 CNDR	CABLE 3 20 CNDR	CABLE 4 20 CNDR
			FROM A2 TO CNTRL	FROM B2 TO CNTRL	FROM F2 TO CNTRL	FROM H2 TO CNTRL
1	RED/WHITE		SH 2, 3, 4 R PHASE 06	SH 6, 7 R PHASE 08	SH 9, 10, 11 R	SH 13,14 R PHASE 04
2	BLACK/WHITE		SH 2, 3, 4 Y PHASE 06	SH 6, 7 Y PHASE 08	SH 9, 10, 11 Y	SH 13,14 Y PHASE 04
3	GREEN/WHITE		SH 2, 3, 4 G PHASE 06	SH 6, 7 G PHASE 08	SH 9, 10, 11 G	SH 13,14 G PHASE 04
4	RED		SH 1 R ARW OVL A (R)	SH 5 R ARW OVL D (R)	SH 8 R ARW OVL A (R)	SH 12 R ARW OVL C (R)
5	ORANGE		SH 1 Y ARW OVL A (Y)	SH 5 Y ARW OVL D (Y)	SH 8 Y ARW OVL A (Y)	SH 12 Y ARW OVL C (Y)
6	GREEN		SH 1 G ARW PHASE 01	SH 5 G ARW PHASE 07	SH 8 G ARW PHASE 05	SH 12 G ARW PHASE 03
7	BLUE		SH 1 Y FLASH ARW OVL A (G)	SH 5 Y FLASH ARW OVL D	SH 8 Y FLASH ARW OVL A	SH 12 Y FLASH ARW OVL C
8	RED/BLACK		P1 DW PHASE 04	SPARE	P5 DW PHASE 08	P7 DW PHASE 02
9	GREEN/BLACK		P1 W PHASE 04	SPARE	P5 W PHASE 08	P7 W PHASE 02
10	BLUE/BLACK		P2 DW PHASE 06	SPARE	P6 DW PHASE 02	P8 DW PHASE 04
11	ORANGE/BLACK		P2 W PHASE 06	SPARE	P6 W PHASE 02	P8 W PHASE 04
12	BLACK		SPARE	SPARE	SPARE	SPARE
13	WHITE		NEUTRAL	NEUTRAL	NEUTRAL	NEUTRAL
14	WHITE/BLACK		SPARE	SPARE	SPARE	SPARE
15	BLUE/BLACK		SPARE	SPARE	SPARE	SPARE
16	BLACK/RED		SPARE	SPARE	SPARE	SPARE
17	WHITE/RED		SPARE	SPARE	SPARE	SPARE
18	ORANGE/RED		SPARE	SPARE	SPARE	SPARE
19	BLUE/RED		SPARE	SPARE	SPARE	SPARE
20	RED/GREEN		SPARE	SPARE	SPARE	SPARE

CABLE TERMINATION CHART - PEDESTRIAN POLES

CNDR NO.	CONDUCTOR COLOR	STATUS	INSTALL	INSTALL	INSTALL	INSTALL	INSTALL
			CABLE 3 5 CNDR	CABLE 1 5 CNDR	CABLE 2 5 CNDR	CABLE 12 5 CNDR	CABLE 16 5 CNDR
			FROM C2 TO CNTRL	FROM D2 TO CNTRL	FROM E2 TO CNTRL	FROM G2 TO CNTRL	FROM I2 TO CNTRL
1	BLACK		P2 DW PHASE 06	P3 DW PHASE 06	P4 DW PHASE 08	P6 DW PHASE 02	P8 DW PHASE 04
2	WHITE		PED COM	PED COM	PED COM	PED COM	PED COM
3	RED		SPARE	SPARE	SPARE	SPARE	SPARE
4	GREEN		SPARE	SPARE	SPARE	SPARE	SPARE
5	ORANGE		P2 W PHASE 06	P3 W PHASE 06	P4 W PHASE 08	P6 W PHASE 02	P8 W PHASE 04

ELECTRICAL SERVICE DATA NO. 2

SERVICE TYPE	ELECTRICAL SERVICE DESCRIPTION	SERVICE CONDUIT SIZE (RMC)	SERVICE CONDUCTORS NO/ SIZE	MAIN DISCONNECT CKT. BRK. POLE/AMP	TWO POLE CONTRACTOR AMPS	PANEL B.D/ LOADCENTER AMP RATING (MIN)	CIRCUIT NO.	BRANCH CKT./BRK POLE AMPS	BRANCH CIRCUIT AMPS	KVA LOAD
TYPE D	ELEC SERV TY D(120/240)060(NS)SS(E)SP(O)	1 1/4"	3/#6	2P/60	30	100	SIGNAL	1P/40	30	8.0
							INTERSECTION LIGHTING	2P/15	10	

1 3/5/19 PED SIGNAL/ILLUMINATION REVISIONS

STATE OF TEXAS
ROBERT L GUTEKUNST
129477
LICENSED PROFESSIONAL ENGINEER
03/05/2019
Phone: (512)-418-1771
Address: 10814 Jollyville Rd
Avallon IV, Suite 300
Austin, TX 78759
Kimley»Horn F-928

© 2019 WILLIAMSON COUNTY

2851 ½ S. LAKELINE BLVD.
LAKELINE TURN LANE

ELECTRICAL WIRING - LAKELINE/ HEB DRIVEWAY

SHEET 4 OF 6

DES: GRM	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN	CASE# SP-2016-0491DS	29

ITEM 999-WC03

COP #3 Stand-up Curb

SMITH CONTRACTING CO. INC.

EXCAVATING • PAVING • CONCRETE • UTILITIES

PROJECT: Lakeline Blvd.-Right Turn Lane
DATE: 4/4/2019

DESCRIPTION:

The estimate below is for 2.42ft of stand-up curb attached to the back of ±485ft of 6ft sidewalk for a total of ±1,174ft² of stand-up curb. The following estimate, and supporting documents, provide justification for a final cost of $38.48/ft² of stand-up curb (to include the 5" of surface area covered by the adjacent sidewalk). An additional 11 days of contract time is requested as well. Final cost is inclusive of the items listed below; no other costs are included in this proposal. Final cost will be based on $38.48/ft².

LABOR:

	Quantity	Hours	Rate	Total
Project Manager			$50.00	$0.00
Superintendent	1	18	$44.38	$798.84
Foreman/Layout-Coordinator	1	95	$39.58	$3,760.10
Operator	1	40	$26.75	$1,070.00
Pipe Layer/Concrete Finisher	4	20	$17.75	$1,420.00
Laborer	7	75	$15.88	$8,337.00
Foreman/Layout-Coordinator OT			$59.37	$0.00
Operator OT			$40.13	$0.00
Pipe Layer/Concrete Finisher OT			$26.63	$0.00
Laborer OT			$23.82	$0.00
TOTAL			**LABOR SUBTOTAL**	$15,385.94

MATERIALS:

	Quantity	Unit	Price	
3/4" pine boards(4'x8')	74	EA	$37.87	$2,802.07
COA Class A Concrete	24	CY	$96.00	$2,304.00
Rebar #4 (20')	90	EA	$5.74	$516.60
Rebar #4 (Fabricated L-Bar ±41")	13,445.17	WT	$0.46	$6,184.78
#5 Dowels(sawcut every 40', dowel every 12")	26	EA	$0.96	$24.96
Epoxy Sealant (joint sealant)	8	EA	$19.75	$158.00
Hardware cloth (1/4" Mesh - 24"x100' Roll)	1	Roll	$32.85	$32.85
2" Sch40 PVC	14	FT	$1.50	$21.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$12,044.26

SUBCONTRACTORS:

	Quantity	Unit	Price	
				$0.00
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$0.00

UNIT PRICING:

	Quantity	Unit	Price	
				$0.00
				$0.00
			UNIT PRICING SUBTOTAL	$0.00

EQUIPMENT:

	Quantity	Unit	Price	
Back-hoe	40	HR	$34.35	$1,374.00
Hand tools	9	Day	$75.00	$675.00
Generator, drill, quickie saw	9	Day	$229.00	$2,061.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT SUBTOTAL	$4,110.00

LABOR SUBTOTAL		$15,385.94
LABOR BURDEN	55%	$8,462.27
LABOR PROFIT & OVERHEAD	15%	$2,307.89
MATERIALS SUBTOTAL		$12,044.26
MATERIALS PROFIT AND OVERHEAD	15%	$1,806.64
SUBCONTRACTORS SUBTOTAL		$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	5%	$0.00
UNIT PRICING SUBTOTAL		$0.00
EQUIPMENT		$4,110.00
EQUIPMENT MARKUP	15%	$616.50
SUBTOTAL		**$44,733.50**
BONDING COST	1%	$447.33
TOTAL		**$45,180.83**

$45180.83 ÷ 1174SF =
= $38.484523/SF

1174SF x 38.48 =
$45175.52
$38.48/SF

15308 GINGER STREET • AUSTIN, TX 78728 • (512) 990-7640 • Fax (512) 990-7855

REINFORCING STEEL SUPPLY

Quote	QTE00023813
Date	03/14/2019

13730 Avenue K
Austin TX 78728
(512) 251-0606 Ext. 0308

REMIT TO: REINFORCING STEEL SUPPLY
13730 Avenue K
Austin TX 78728

Bill To:

Smith Contracting Co Inc.
MONICA MARTINEZ
AP@smithcontinc.com

Work Site:

YARD
15308 Ginger St
Austin, TX 78728
Amanda Null

Purchase Order #	Customer ID	Sales Rep	Shipping Method	Payment Terms	Req'd Ship Date	Master No.
CHRIST	SMITHCONTRACTIN	DENISE	PICKUP	DUE 10TH	03/14/2019	401,823

Quantity	Item Number	Description	Weight	Tax	Unit Price	Ext. Price
90	#4 20-0REBAR	#4 20-0 REBAR	1,202.40		$5.74	$516.60
13,445.17	##04 FAB REBAR	1'-3" X 2'-2 1/2" L-BAR	0.00		$0.46	$6,184.78
		QUOTE FOR JOB# LAKELINE BLVD				

Total Weight: 0

Subtotal	$6,701.38
Misc	$0.00
Tax	$552.88
Freight	$0.00
Trade Discount	$0.00
Total	$7,254.26

TEXAS CONCRETE
A CRH COMPANY

Material Quotation

1320 Arrow Point Dr Suite 600, Cedar Park, TX 78613
Phone: 512-861-7100 Fax: 512-238-1420
www.apac-texas.com

Customer Acct No.	242595	**Quote Number**	Q422574-1
Submitted To:	Smith Contracting Company Inc	**Project Name:**	Lakeline Blvd. Right Turn Lane
Contact Name:	Hardin Camp	**Project Address:**	2851 1/2 S. Lakeline Blvd. Cedar Park, TX
Address:	15308 Ginger Austin, TX 78728		
Contact Phone:		**Project Tax Exempt**	No
Contact Fax:		**Quote Date:**	11/2/2018

Quoted By: Raul Gonzalez raul.gonzalez@txconcrete.com

Texas Concrete proposes to furnish the following materials for the above project:

Product Code	Product Description	Other Notes	UOM	Quantity	Material Price
M3030	COA Class A North (Oak Grove)	COA Class A	CY	50	$96.00
M5013	COA Class 360 (HE) North (Oak Grove)	COA Item 360 (High Early)	CY	50	$117.25
FIBER15	FIBER STRAND FIBRILLATED FIBER 1.5LB PCY		CY	50	$6.00

Terms and Conditions:

PRICES are subject to applicable STATE and CITY Sales Taxes. Projects that are tax exempt must have a certificate on file before the material is delivered. PRICES are based on acceptance in writing within 30 days of quote date. Any costs associated with the use of a payment portal will be the responsibility of the customer.

Regular mixes are designed with 25%-30% Fly Ash and 1" Aggregate at a 2" - 5" Slump with Standard Admixtures. Charges for MRWR and HRWR Reducer (Super plasticizer) based on sack content. Mix designs required to meet additional specifications will be charged accordingly. Ice or accelerators for temperature control shall have an additional charge.

ADDITIONAL PRICING

Item	Price	Liquid Nitrogen – Temperature Control	Price
Grout Fee (applicable on loads less than 6 cubic yards)	Based on delivered quantity	95 Degrees	$ 25.00 / CY
Specialty Aggregates (3/8", 3/4")	$ 6.00 / CY	90 Degrees	$ 30.00 / CY
Environmental Compliance/Waste Recovery Fee	$ 15.00 / LOAD	85 Degrees	$ 35.00 / CY
		75 Degrees	$ 45.00 / CY

Short Load Charges will apply to all mixes including grout for pump priming (per load)

5.00 TO 5.75 CY: $40.00	4.00 TO 4.75 CY: $80.00	3.00 TO 3.75 CY: $120.00	2.00 TO 2.75 CY: $160.00	1.00 TO 1.75 CY: $200.00

A $4.00 per CY escalator will be effective 4-1-2019 and again every 6 months for duration of project. Mix designs with no fly ash or more expensive fly ash equivalents requested by customer or due to supply constraints will be charged extra at a rate of $1.00 per sack of total cementitious. Normal delivery hours are Monday-Friday 3:00 am to 3:00 pm. There will be a $10.00/cy up charge for deliveries scheduled to begin outside of these hours along with a $1000.00 opening fee on orders less than 100cy. Above quantities are estimates only. Please reference quote number when placing order so that the correct price may be picked up and include it on tax exempt certificate if applicable.

Accepted By:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Texas Concrete

Print Name: _____

Signature: _____

Title: _____

Date: _____

EquipmentWatch

www.equipmentwatch.com

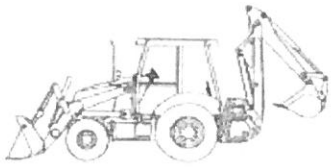
All prices shown in US$

Rental Rate Blue Book®

May 19, 2017

Caterpillar 416E
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
14,960 lbs.



Configuration for 416E

Loader Bucket Capacity--Heaped	**1.25 cu yd**	Operator Protection	**ROPS**
Net Horsepower	**74 hp**	Drive	**2WD**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,150.00	$880.00	$220.00	$33.00	$16.45	$34.35
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$3,150.00**	**$880.00**	**$220.00**	**$33.00**	**$16.45**	**$34.35**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	$1,039.50/mo
Overhaul (ownership)	49%	$1,543.50/mo
CFC (ownership)	7%	$220.50/mo
Indirect (ownership)	11%	$346.50/mo
Fuel (operating) @ 2.36	41%	$6.79/hr

Revised Date: 2nd Half 2016

The equipment represented in this report has been exclusively prepared for TRAVIS RAGLAND (travisragland@smithcontinc.com)

All material herein © 2003-2017 Penton All rights reserved.

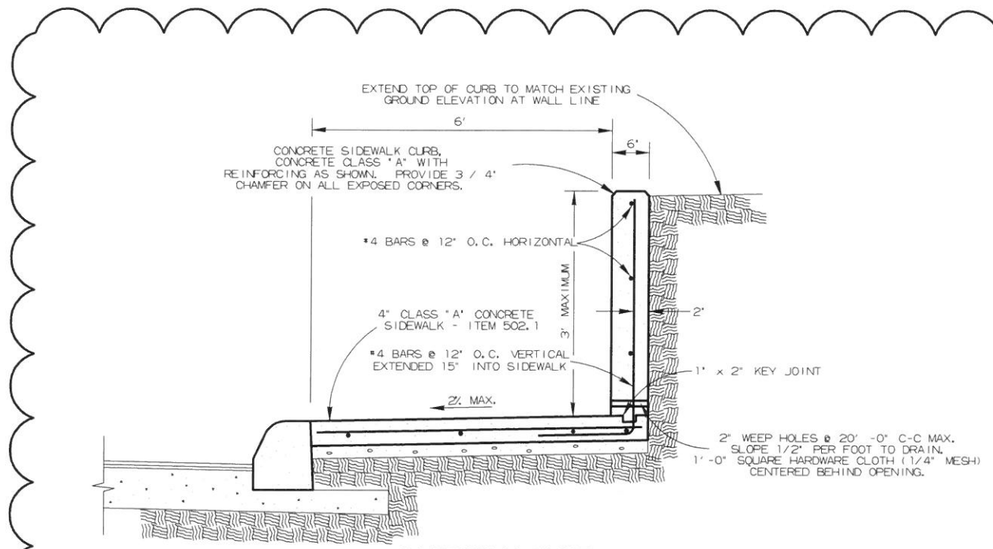
MA SMITH CONTRACTING CO INC

with Pay Rates thru 04/03/2019
Status 1 to 1

Employee #	Position	Hourly Rate	Salary
345	Common Laborer	$17.00	
760	Common Laborer	$16.00	
233	Common Laborer	$15.50	
638	Common Laborer	$15.00	
213	Concrete Finisher	$18.00	
219	Concrete Finisher	$18.00	
294	Concrete Finisher	$18.00	
439	Concrete Finisher	$17.00	
69	Foreman	$37.50	$1,500.00
316	Foreman	$41.25	$1,650.00
755	Foreman	$40.00	$1,600.00
767	Operators	$24.00	
756	Operators	$23.00	
38	Operators	$21.00	
24	Operators	$20.00	
40	Operators	$37.50	$1,500.00
171	Operators	$35.00	$1,400.00
5	Superintendent	$37.50	$1,500.00
33	Superintendent	$50.00	$2,000.00
49	Superintendent	$40.00	$1,600.00
63	Superintendent	$50.00	$2,000.00

Position	Hourly Rate
Superintendent	$44.38
Foreman	$39.58
Operator	$26.75
Concrete Finisher	$17.75
Laborer	$15.88

FILENAME: G:\068501508-Lakeline Turn Lanes PS&E\Design\LTLrpp03.dgn
PLOTTED: 3/6/2019 12:24:18 PM



SIDEWALK CURB
NTS

STATE OF TEXAS
TREY NEAL
106194
LICENSED PROFESSIONAL ENGINEER
03/06/2019
Phone: (512)-418-1771
Address: 10814 Jollyville Rd
Avalon IV, Suite 300
Austin, TX 78759
Kimley»Horn
F-928

© 2019 WILLIAMSON COUNTY

2851 ½ S. LAKELINE BLVD.
LAKELINE TURN LANE

SIDEWALK CURB DETAIL

DES: GRM	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN	CASE# SP-2016-0491DS	20A

Commissioners Court - Regular Session **52.**

Meeting Date: 09/10/2019

1809-259 Lakeline Right Turn Lanes Change Order No. 3

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order No. 3 (M.A. Smith Contracting) in the amount of $1,558.22 for Lakeline Right Turn Lanes, a Road Bond project in Commissioner Pct. 2.
P: 331 Funding: Road Bond

Background

This Change Order revises items at the request of Austin Energy (A/E). The conduit layout on the project was revised, which included the relocation of the electrical service pole and foundation away from the proposed sidewalk. A/E also requested revisions to the call-outs on the ground boxes for identification purposes and reduced the wiring for illumination poles. This Change Order also adds a pay item to widen the 6 foot sidewalk to 8 feet, eliminating the need for a bike lane in the existing vehicle travel lane. The sidewalk was previously constructed to a width of 6 feet, due to the proximity to the existing Austin Energy poles. The adjacent rain garden erosion control device was adjusted to provide space for the additional 2 feet required for the sidewalk.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-259 Lakeline RTL Change Order No. 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:02 AM
Form Started By: Dawn Haggard		Started On: 08/28/2019 01:37 PM
Final Approval Date: 09/05/2019		

Received

AUG 26 2019

PSI

Received

AUG 30 2019

AUG 23 2019

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project:	*1809-259*
Roadway:	*Lakeline Right Turn Lane*
CSJ Number:	

1. CONTRACTOR: **M.A. Smith Contracting**
2. Change Order Work Limits: Sta. **12+00** to Sta. **17+50**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2C** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises various items requested by Austin Energy after the project began. The conduit layout on the project was revised to include the relocation of the electrical service pole and foundation out of the sidewalk. Austin Energy also requested revisions to the callouts on the ground boxes for identification purposes and reduced the wiring for illumination poles. This Change Order adds a pay item to widen the 6' sidewalk to 8' wide to eliminate the need for a bike lane in the existing vehicle travel lane.

6. Work to be performed in accordance with Items: **See attached**
7. New or revised plan sheet(s) are attached and numbered: **27-29, 31, 34**
8. New Special Provisions/Specifications to the contract are attached: No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 8/23/19

By C. L.

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: 1 Days added on this CO: 3

Amount added by this change order: **$1,558.22**

RECOMMENDED FOR EXECUTION:

James A. F. P.E. 8/26/19
Project Manager Date

N/A
Design Engineer Date

11/1/19 8/29/19
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
| | APPROVED | | REQUEST APPROVAL

County Commissioner Precinct 2 Date
| | APPROVED | | REQUEST APPROVAL

County Commissioner Precinct 3 Date
| | APPROVED | | REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *1809-259*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
432S-5	NEW P.C. CONCRETE CURB AND GUTTER, 5 INCH THICKNESS	SF	$6.50	4382.00	$28,483.00	(464.00)	3,918.00	$25,467.00	($3,016.00)
620-6007	ELEC CONDR (NO.8) BARE	LF	$1.90	985.00	$1,871.50	265.00	1,250.00	$2,375.00	$503.50
620-6008	ELEC CONDR (NO.8) INSULATED	LF	$1.90	720.00	$1,368.00	40.00	760.00	$1,444.00	$76.00
620-6009	ELEC CONDR (NO.6) BARE	LF	$2.00	720.00	$1,440.00	(365.00)	355.00	$710.00	($730.00)
620-6010	ELEC CONDR (NO.6) INSULATED	LF	$2.00	2060.00	$4,120.00	(1,350.00)	710.00	$1,420.00	($2,700.00)
688-6001	PED DETECT PUSH BUTTON (APS)	EA	$1,100.00	2.00	$2,200.00	1.00	3.00	$3,300.00	$1,100.00
834S-3	TYPE B PULL BOX	EA	$1,700.00	4.00	$6,800.00	1.00	5.00	$8,500.00	$1,700.00
834S-4	RING AND LID FOR USE WITH TYPE B PULL BOXES	EA	$450.00	4.00	$1,800.00	1.00	5.00	$2,250.00	$450.00
835S-LT2	INSTALLING TRAFFIC SIGNAL CONDUIT W/ CONDUIT 2 INCH IN DIAMETER	LF	$3.50	1145.00	$4,007.50	(280.00)	865.00	$3,027.50	($980.00)
838S-PSSA	PEDESTRIAN SIGNAL INSTALLATION: STAND ALONE	EA	$2,700.00	2.00	$5,400.00	(1.00)	1.00	$2,700.00	($2,700.00)
844S-2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	LF	$15.00	665.00	$9,975.00	(280.00)	385.00	$5,775.00	($4,200.00)
999-WC04	REVISED SIDEWALK	SF	$25.98	0.00	$0.00	464.00	464.00	$12,054.72	$12,054.72
TOTALS					$67,465.00			$69,023.22	$1,558.22

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Lakeline Right Turn Lane
Williamson County Project No. 1809-259

Change Order No. 3

Reason for Change

This Change Order revises various items at the request of Austin Energy (A/E). The conduit layout on the project was revised, which included the relocation of the electrical service pole and foundation away from the proposed sidewalk. A/E also requested revisions to the call-outs on the ground box for identification purposes and reduced the wiring for illumination poles. This Change Order also adds a pay item to widen the 6-foot sidewalk to 8 feet wide, to eliminate the need for a bike lane in the existing vehicle travel lane.

The sidewalk was previously constructed to a width of 6 feet, due to the proximity to the existing Austin Energy poles. The adjacent rain garden erosion control device was adjusted to provide space for the additional 2 feet required for the sidewalk.

The following summarizes the new Contract items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC04	SIDEWALK REVISION	464	SF

This Change Order results in a net increase of $1,558.22 to the Contract amount, for an adjusted Contract total of $591,552.89. The original Contract amount was $567,792.55. As a result of this and all Change Orders to-date, $23,760.34 has been added to the Contract, resulting in a 4.2% net increase in the Contract cost. Three (3) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Dawn Haggard

From: Gutekunst, Jake <jake.gutekunst@kimley-horn.com>
Sent: Tuesday, March 05, 2019 3:33 PM
To: Eddie R. Church; Deshpande, Vivek; Neal, Trey
Cc: 62811_1809-259_LakelineRTL; Ryan Rivera; Clayton Weber; Christen Eschberger; James Klotz
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)
Attachments: 1809-259_LakelineRTL-20190305 Revised Sheets.pdf; Draft_Quantities_Change_Order.pdf

Eddie,

Thanks for taking a look at these. I have replied in-line in the e-mail below to your questions and have attached a subsequent set of revised plans for clarifications and item list with quantity deltas from bid set based on comments below. The RFI responses sent previously remain unchanged.

Thank you,

Jake Gutekunst, P.E. (TX)
Kimley-Horn | 10814 Jollyville Rd, Bldg 4, Ste. 300, Austin, TX 78759
Direct: 512 418 4526 | Mobile: 214 684 0277
Connect with us: Twitter | LinkedIn | Facebook | Instagram
Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

---

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Tuesday, March 5, 2019 9:55 AM
To: Gutekunst, Jake <jake.gutekunst@kimley-horn.com>; Deshpande, Vivek <vivek.deshpande@kimley-horn.com>; Neal, Trey <trey.neal@kimley-horn.com>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; James Klotz <jklotz@HNTB.com>
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Jake,

We did a review of the responses and revised sheets and wanted to clarify the following, before sending to the Contractor.

1. Which sheets go with which RFI response? RFI #18 – sheets 29, 31, and 34 (conduit and wiring revisions, quantities revisions, and new electrical service location for signal & intersection lighting only); RFI #19 – sheets 27, 28, 29, 31 (clarification of existing and proposed ped signal / push buttons, revisions to conduit numbering scheme and removal of No. 6 conductors for roadway illumination after changes to electrical service location and conduit location for roadway illumination, quantities revisions). These were submitted as one set due to significant overlap on sheets 28 & 29.
2. On the revised sheet 27, it is not clear what has actually changed. Since the wiring has changed, it is assumed that just the area of change has been bubbled. True? If not, please add call-outs to clarify changes. Only changes were to ped head status as existing or proposed, conduit run numbers beyond run no. 14. Revision bubbles have been revised to be smaller / around the specific changes to clarify.
3. On revised sheet 28, it appears that only the call-outs have been updated to say which Ped signals are existing. Correct? Correct – this is to clarify that these are to remain. Revised to state "Existing to Remain" in callouts to be more clear.
4. Revised sheet 29 shows that the conduit and wiring quantities have changed. Correct, bubble has been revised to show specifically runs No. 14 and on as having changed. Run No. 15 in previous submittal removed after

removal of city of Austin pull box between run No. 14 and 15. Numbering scheme altered as follows: No 14 and 15 combined (same conduit / wiring in each previously) and "Length of Run" updated to reflect by summing previous lengths. Previous runs 16, 17, 18, 19, and 19A are now respectively 15, 16, 17, 18, and 19. Run No. 20 truncated to be from pole A2 to new location of Austin Energy pull box to complete circuit rerouting and tie into existing roadway illumination circuit. Wiring for roadway illumination in previous conduit runs 14, 15, 18, 19, 19A, and 20 as it was stated by contractor that wiring will be provided by Austin Energy (using the project's conduit).

5. Revised sheet 31 has several quantity differences from the original plans that are not bubbled. Please update sheet and also provide a list of item numbers that have changed with their deltas. This will be used to create a draft Change Order. Sheet updated and items with deltas provided in PDF attached.
6. Since revised sheet 34 has poles and services, please update sheet table that shows stations and offsets for placement purposes. The revised sheet still shows the same numbers in the table as the original sheet, but the location has changed. Previous sheet only showed roadway illumination Pole 1 station and offset (location unchanged from bid set). Pole 1 is the only new location roadway illumination pole. Station and Offset for Electrical Service No. 2 on sheet 34 has been added as a new table to clarify location of service pole.

Please answer questions, make updates per above, QC revisions and send back today, so we can issue to the Contractor for construction.

Thank you,

Eddie R. Church, PE
Project Manager
Tel (512) 527-6723 **Email** erchurch@hntb.com

From: Gutekunst, Jake [mailto:jake.gutekunst@kimley-horn.com]
Sent: Monday, March 4, 2019 5:13 PM
To: Eddie R. Church <erchurch@HNTB.com>; Deshpande, Vivek <vivek.deshpande@kimley-horn.com>; Neal, Trey <trey.neal@kimley-horn.com>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Eddie,

Please find the RFI Responses for RFI #18 and RFI #19 attached along with revised plan sheets (including revised quantities on Sheet 31 of the revised plan sheets).

Please let us know if further questions remain or if these are resolved.

Thank you,

Jake Gutekunst, P.E. (TX)
Kimley-Horn | 10814 Jollyville Rd, Bldg 4, Ste. 300, Austin, TX 78759
Direct: 512 418 4526 | Mobile: 214 684 0277
Connect with us: Twitter | LinkedIn | Facebook | Instagram
Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

---

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Friday, March 1, 2019 12:16 PM
To: Gutekunst, Jake <jake.gutekunst@kimley-horn.com>; Deshpande, Vivek <vivek.deshpande@kimley-horn.com>; Neal, Trey <trey.neal@kimley-horn.com>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber

<cweber@HNTB.com>
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Sounds good. Thx for letting us know.

Thank you,

Eddie R. Church, PE
Project Manager
Tel (512) 527-6723 **Email** erchurch@hntb.com

From: Gutekunst, Jake [mailto:jake.gutekunst@kimley-horn.com]
Sent: Friday, March 1, 2019 9:16 AM
To: Deshpande, Vivek <vivek.deshpande@kimley-horn.com>; Eddie R. Church <erchurch@HNTB.com>; Neal, Trey <trey.neal@kimley-horn.com>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Eddie,

We are working towards updating the sheet for illumination (34) and will also make some revisions to sheets 27-31 based on impacts to conduit / wiring charts and quantities tables. Because RFI #18 and RFI #19 are interrelated, we are going to submit both on Monday by COB with all the revised sheets to avoid confusion.

Thank you,

Jake Gutekunst, P.E. (TX)
Kimley-Horn | 10814 Jollyville Rd, Bldg 4, Ste. 300, Austin, TX 78759
Direct: 512 418 4526 | Mobile: 214 684 0277
Connect with us: Twitter | LinkedIn | Facebook | Instagram
Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

---

From: Deshpande, Vivek
Sent: Monday, February 25, 2019 9:22 AM
To: Eddie R. Church <erchurch@HNTB.com>; Neal, Trey <trey.neal@kimley-horn.com>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Gutekunst, Jake <jake.gutekunst@kimley-horn.com>
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Eddie,

Following up on our field meeting on Friday, below is the question that can be included in a new RFI from either Chris or internal RFI.

"Please clarify proposed wiring plan for the relocated street light pole, existing street lighting east of HEB driveway, and the existing traffic signal. Plans show wiring for street lighting to go through the proposed electrical service for the traffic signal."

We are working on updating the sheet and should be done by COB today. We will issue the sheets after the RFI is generated.

Thanks!

Vivek

Vivek Deshpande P.E. PTOE
Kimley-Horn | 10814 Jollyville, Avallon IV, Suite 300, Austin, TX 78759
Direct: 512 418 4536 | Mobile: 612 308 1524
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

---

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Wednesday, February 13, 2019 2:43 PM
To: Deshpande, Vivek <vivek.deshpande@kimley-horn.com>; Neal, Trey <trey.neal@kimley-horn.com>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Gutekunst, Jake <jake.gutekunst@kimley-horn.com>
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Vivek,

Yes, there is a site meeting tomorrow at 10am. Be sure to communicate with Trey, to see if he needs you to be out there. They will mainly be discussing AE's existing poles versus the proposed sidewalk location. They will also discuss wiring, power source and coordination with AE. Chris Lopez with Smith Contracting probably contacted Frank. It wasn't me, but it sounds like all the right people are in the loop now.

Thank you,

Eddie R. Church, PE
Project Manager
Tel (512) 527-6723 **Email** erchurch@hntb.com

From: Deshpande, Vivek [mailto:vivek.deshpande@kimley-horn.com]
Sent: Wednesday, February 13, 2019 12:30 PM
To: Neal, Trey <trey.neal@kimley-horn.com>; Eddie R. Church <erchurch@HNTB.com>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Gutekunst, Jake <jake.gutekunst@kimley-horn.com>
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

All,

I just got off the phone with Frank Soliz with Austin Energy. I think he got his #s mixed up, he was trying to call John Bartleson with ATS but ended up calling me! He kept calling me John and it took us a few minutes to understand what was going on. I guess I had left them enough voicemails with a call back # that they got confused.

I believe John was trying to schedule a field meeting tomorrow (2/14) to discuss AE illumination wiring issues. Frank has confirmed he will meet up in the HEB parking lot tomorrow at 10 am.

Eddie – Frank mentioned he had an email/voicemail from you as well. Are you able to follow up and confirm the field meeting with John? I'm assuming you have an open email chain with John. Please let me know if you need me to reach out, I would be happy to call him. I didn't want to add more confusion.

Thanks,
Vivek

Vivek Deshpande P.E. PTOE
Kimley-Horn | 10814 Jollyville, Avallon IV, Suite 300, Austin, TX 78759
Direct: 512 418 4536 | Mobile: 612 308 1524
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

---

From: Neal, Trey
Sent: Friday, February 1, 2019 12:32 PM
To: Eddie R. Church <erchurch@HNTB.com>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Gutekunst, Jake <jake.gutekunst@kimley-horn.com>; Deshpande, Vivek <vivek.deshpande@kimley-horn.com>
Subject: RE: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Eddie,
Did you hear anything back from Sam? We have been looking into this as well and wanted to give you a quick update regarding RFI 9 and 12.

We have reviewed the RFI #9 and are currently coordinating with Austin Energy to determine any impacts to the existing illumination circuit related to RFI #12. As for the questions in RFI #9, our response pending coordination with Austin Energy are as follows. Regarding coordination of new service with Austin Energy and all associated applications (question 1), the general notes for Item 628 state that the contractor "shall make all arrangements for power", and thus the contractor should be coordinating the new service. The contact information at Austin Energy for this area is Ronald Solbach (P: 512-505-7145, E-mail: Ronald.solbach@austinenergy.com) As for the timing of the disconnect of existing power (question 2), the infrastructure required for the new electrical service should be in place prior to cutting off power to the two illumination poles being removed or relocated per sheet 34.

We are awaiting a return call from Austin Energy (Ronald Solbach) to understand the existing illumination / service circuits better and minimize disruption to the illumination circuits.

Thank you,
Trey

Trey Neal, P.E.
Kimley-Horn | **10814 Jollyville Road, Avallon IV, Suite 300, Austin, TX 78759**
Direct: 512 418 4507 | Mobile: 512 818 7299

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

---

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Friday, January 25, 2019 1:42 PM
To: Samuel West (Samuel.West@austintexas.gov) <Samuel.West@austintexas.gov>
Cc: 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>; Neal, Trey <trey.neal@kimley-horn.com>; Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>
Subject: FW: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Sam,

Could you please review the attached RFI #9 for the Lakeline RTL project? At your earliest convenience, please provide a response. I havea ttached the Excel form for your use.

Thank you,

Eddie R. Church, PE
Project Manager
Tel (512) 527-6723 **Email** erchurch@hntb.com

From: Chris Lopez [mailto:chrislopez@smithcontinc.com]
Sent: Friday, January 25, 2019 8:53 AM
To: Eddie R. Church <erchurch@HNTB.com>
Cc: Ryan Rivera <rrivera@HNTB.com>; Clayton Weber <cweber@HNTB.com>; coylechow@smithcontinc.com; 62811_1809-259_LakelineRTL <LakelineRTL_P331@hntb.com>
Subject: Lakeline RTL: RFI #9-Signal & Illumination Poles (Service)

Eddie,

Please see RFI#9 attached. I didn't allot the normal 14 days of turn around time on this one, because we would like to have this submitted to the City as soon as possible. I understand that the requested return date might not be met, but I just wanted to emphasize the importance of this particular RFI. Thanks.

Chris Lopez | Smith Contracting, Inc.
Project Manager
M. 512.350.1806 F. 512.990.7640
E. chrislopez@smithcontinc.com

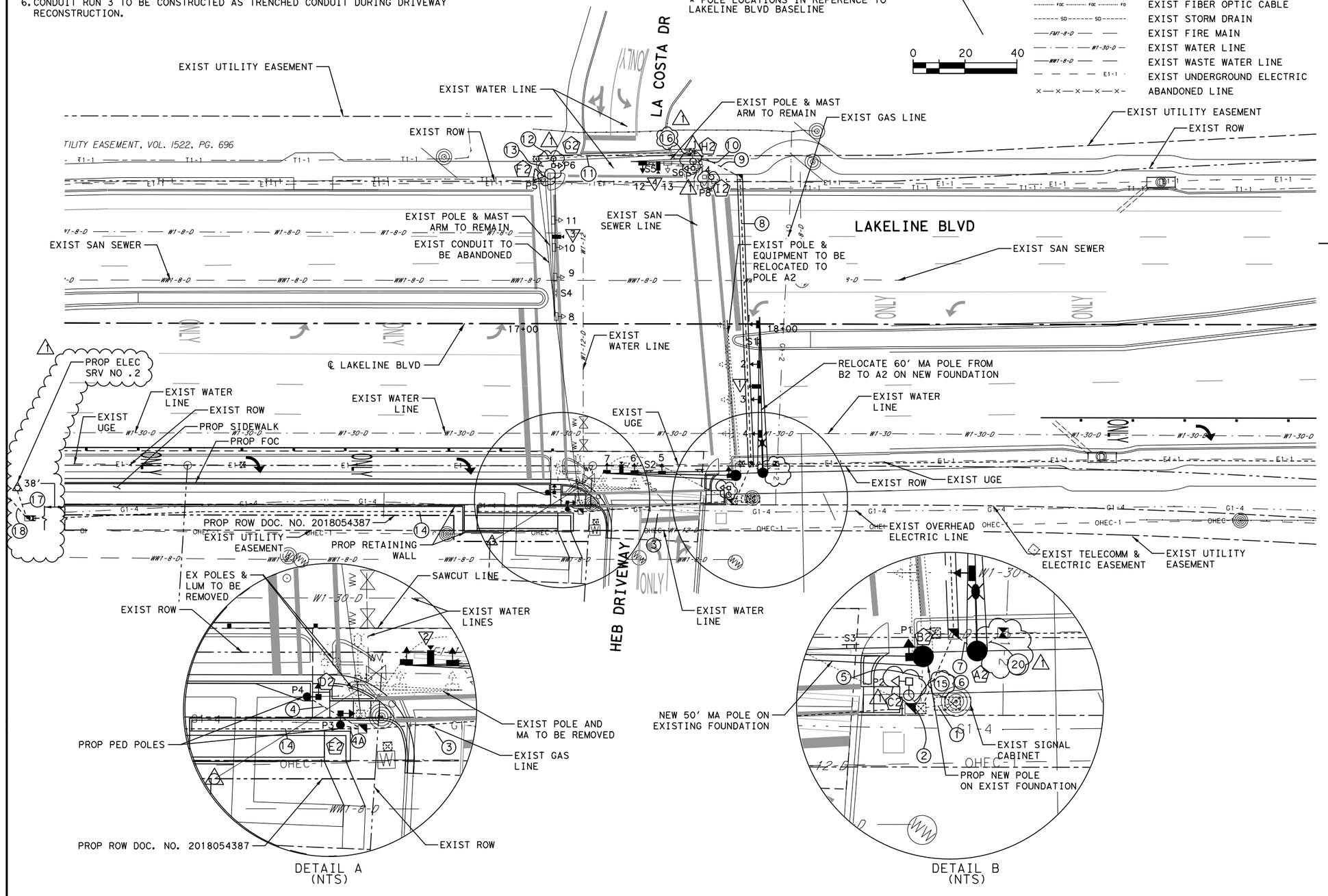
This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.
This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.
This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.
This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

FILENAME: G:\068501508*Lakeline Turn Lanes PS&E\Design\LTLsig102.dgn
PLOTTED: 3/5/2019 3:30:12 PM

NOTES:
1. REMOVE SIGNAL HARDWARE AS SHOWN ON THE PLANS AND SALVAGE BACK TO THE CITY OF AUSTIN TRAFFIC SIGNAL SHOP. SHALL BE SUBSIDARY TO ITEM 840S.
2. DIMENSIONS, STATIONS, AND OFFSETS GIVEN AT BACK OF CURB UNLESS OTHERWISE NOTED.
3. LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE. CONTRACTOR SHALL CALL "TEXAS ONE CALL" (800-245-4545) PRIOR TO EXCAVATION. TRENCHING OR DRILLING IN THE VICINITY OF UNDERGROUND UTILITIES SHALL BE HAND DUG TO AVOID DAMAGE.
4. REFER TO SIGNING & MARKING SHEETS FOR PAVEMENT MARKING AND OTHER SIGNING DETAILS.
5. CITY OF AUSTIN AND AUSTIN ENERGY PULL BOXES LOCATED NEXT TO POLE A2 TO BE PLACED OVER EXISTING ILLUMINATION CONDUIT. BREAK CONDUIT AND ADD SWEEPS INTO NEW PULL BOX FOR NEW CONDUCTORS TO EXISTING POLE IN RUN 20.
6. CONDUIT RUN 3 TO BE CONSTRUCTED AS TRENCHED CONDUIT DURING DRIVEWAY RECONSTRUCTION.

POLE LOCATIONS*			
POLE	STA	OFFSET(ft)	DIRECTION
A2	17+92.59	57.41	RIGHT
B2	EXISTING FOUNDATION		
C2	EXISTING POLE		
D2	17+02.79	63.00	RIGHT
E2	17+17.39	71.55	RIGHT
F2	EXISTING POLE		
G2	EXISTING POLE		
H2	EXISTING POLE		
I2	EXISTING POLE		

* POLE LOCATIONS IN REFERENCE TO LAKELINE BLVD BASELINE



DETAIL A
(NTS)

DETAIL B
(NTS)

LEGEND

	PROP SIGNAL HEAD
	PROP MAST ARM
	PROP SIGNAL POLE
	PROP PED-POLE
	PROP PED-HEAD/PUSH-BUTTON
	EXIST PED-HEAD/PUSH-BUTTON
	VIVD CAMERA
	PED RAMP
	EXIST SIGNAL CABINET
	CITY OF AUSTIN GROUND BOX
	AUSTIN ENERGY GROUND BOX
	EXIST GROUND BOX TO REMAIN
	EXIST GROUND BOX TO ABANDON
	PROP CONDUIT-TRENCH
	PROP CONDUIT-BORE
	MAST-ARM SIGN
A1	POLE LABEL
1	CAMERA LABEL
X	CONDUIT LABEL
	RIGHT OF WAY
	EXIST SIGNAL POLE TO REMAIN
	EXIST MAST-ARM TO REMAIN
	EXIST SIGNAL HEAD TO REMAIN
	EXIST SIGNAL POLE TO BE REMOVED
	EXIST SIGNAL HEAD TO BE REMOVED
	EXIST MAST-ARM TO BE REMOVED
	EXIST WIRING TO REMAIN
	EXIST WIRING TO BE ABANDONED
	EXIST VIVDS TO REMAIN
	EXIST VIVDS TO BE REMOVED
G1-1	EXIST GAS LINE
OHEC-1	EXIST OVERHEAD ELECTRIC
FOC FO	EXIST FIBER OPTIC CABLE
SD	EXIST STORM DRAIN
FM1-8-D	EXIST FIRE MAIN
W1-30-D	EXIST WATER LINE
WW1-8-D	EXIST WASTE WATER LINE
E1-1	EXIST UNDERGROUND ELECTRIC
	ABANDONED LINE

1 3/5/19 PED SIGNAL/ILLUMINATION REVISIONS

STATE OF TEXAS
ROBERT J. GUTEKUNST
129477
LICENSED
PROFESSIONAL ENGINEER
03/05/2019
Phone: (512)-418-1771
Address: 10814 Jollyville Rd
Avallon IV, Suite 300
Austin, TX 78759
Kimley»Horn
F-928

© 2019 WILLIAMSON COUNTY

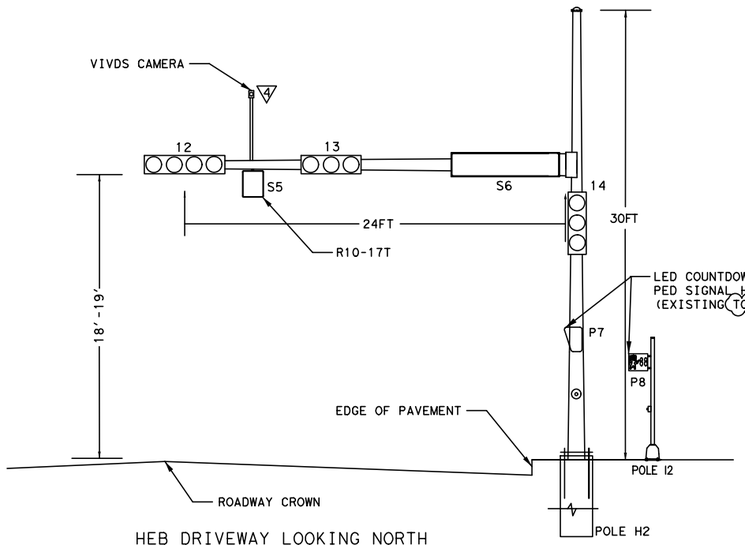
2851 ½ S. LAKELINE BLVD.
LAKELINE TURN LANE

PROPOSED SIGNAL LAYOUT - LAKELINE/ HEB DRIVEWAY

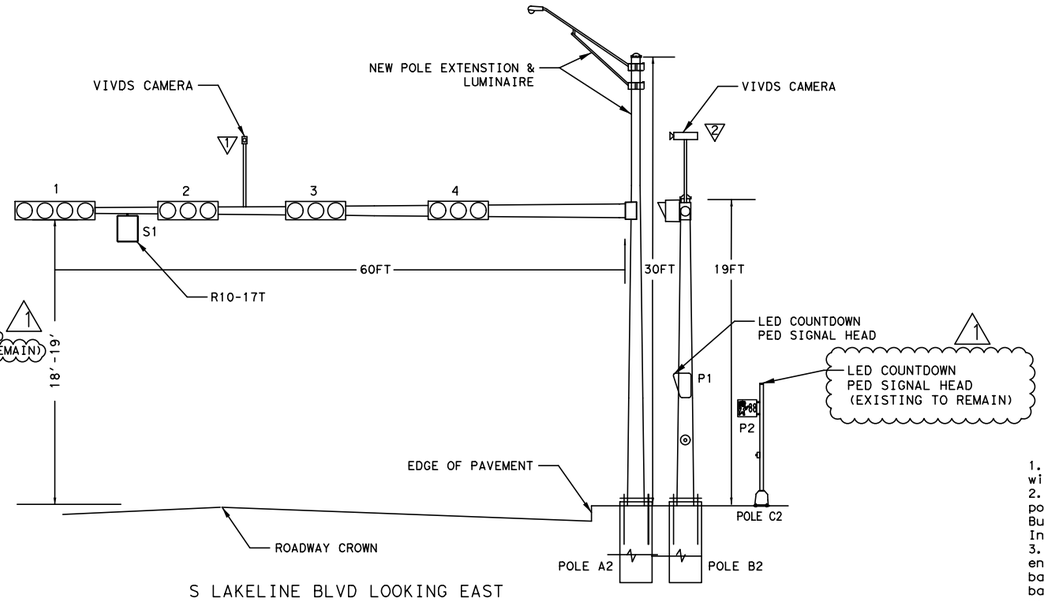
SHEET 2 OF 6

DES: GRM	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN	CASE# SP-2016-0491DS	27

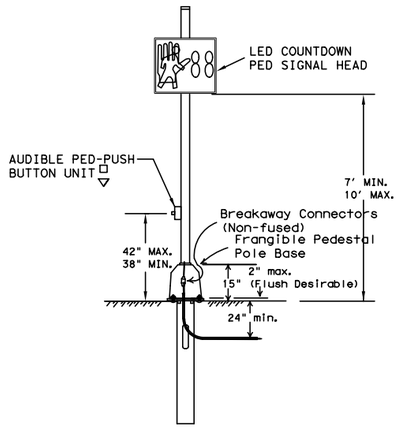
FILENAME: G:\068501508*Lakeline Turn Lanes PS&E\Design\LTLsig103.dgn
PLOTTED: 3/5/2019 3:30:13 PM



HEB DRIVEWAY LOOKING NORTH

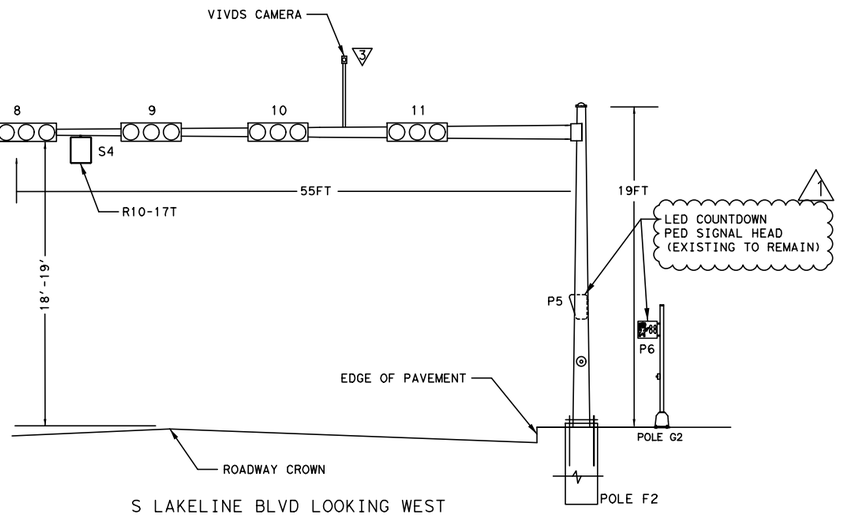


S LAKELINE BLVD LOOKING EAST

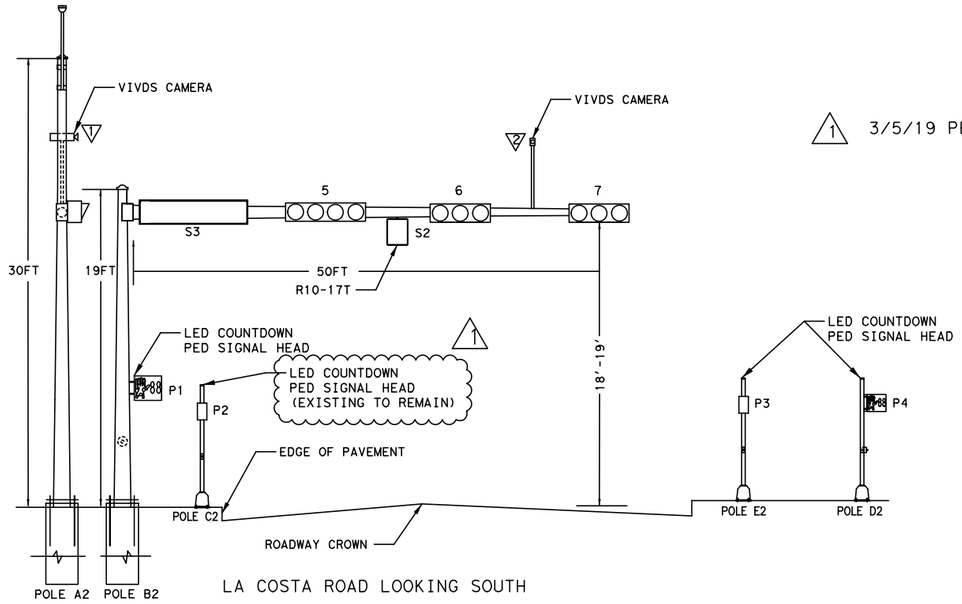


PEDESTRIAN POLE DETAILS
POLES E2 (P5), F2 (P6)

1. The foundation for the assembly shall be in accordance with COA standard 831S-2.
2. All breakaway electrical connectors for breakaway poles shall be non-fused and water tight. (Buchannan, Bussmann HET, Littelfuse, Ferraz-Shawmut GEBN, HMC Industries, SDK-MDI or approved equal).
3. Threaded Connector, all T-Base threads must be engaged onto pipe or the pipe shall be fully seated into base as per manufacturer's recommendations. A pole and base collar assembly shall be used to add strength and prevent loosening of connection in high winds.



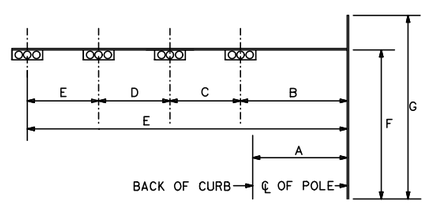
S LAKELINE BLVD LOOKING WEST



LA COSTA ROAD LOOKING SOUTH

1 3/5/19 PED SIGNAL/ILLUMINATION REVISIONS

POLE	TYPE	MAST ARM	FDN	A	B	C	D	E
A2	60L-80	60 IV-80	48-A	6	15	13	14	15
B2	50L-80	50 III-80	48-A	7	39	11	--	--



NOTE:
1. POLES C2, F2, G2, H2, I2 ARE ALL EXISTING.

STATE OF TEXAS
ROBERT J. GUTKUNST
129477
LICENSED
PROFESSIONAL ENGINEER
03/05/2019
Phone: (512)-418-1771
Address: 10814 Jollyville Rd
Avallon IV, Suite 300
Austin, TX 78759
Kimley»Horn F-928

© 2019 WILLIAMSON COUNTY

2851 ½ S. LAKELINE BLVD.
LAKELINE TURN LANE

SIGNAL ELEVATION - LAKELINE/ HEB DRIVEWAY

SHEET 3 OF 6

DES: GRM	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN	CASE# SP-2016-0491DS	28

FILENAME: G:\068501508*Lakeline Turn Lanes PS&E\Design\LTLsig104.dgn
PLOTTED: 3/5/2019 3:30:13 PM

CONDUIT AND CABLE CHART

RUN NO	ACTION	ITEM 844S Trenching Behind		ITEM 835S Installing Traffic Signal Conduit				ACTION	ITEM TX620 ELECTRICAL CONDUCTORS				ITEM TX684 SIGNAL CABLE				ITEM 6002 VIVDS COAX	LENGTH OF RUN	RUN NO
													TYPE A			TYPE C			
		Class 2 (12" Width)	Class 3 (18" Width)	2" PVC (BORED)	3" PVC (BORED)	2" PVC (IN TRENCH)	3" PVC (IN TRENCH)		NO. 6 BARE	NO. 6 INSULATED	NO. 8 BARE	NO. 8 INSULATED	3 CNDR NO. 14	5 CNDR NO. 12	20 CNDR NO. 12	2 CNDR TWISTED NO. 18			
1	E						5	I	1	2	4		4	5	4	8	4	10	1
2	I		1			1	2	I	1	2	2	2		2	1	2		5	2
3	I		1			1	2	I	1	2	2	2		2	1	2		60	3
4	I	1				1		I			1			1		1		25	4
4A	I	1				1		I			1			1		1		10	4A
5	E					3		I			3		1		1	1	1	10	5
6	I		1			1	2	I	1	2	3	2	3	2	3	4	3	15	6
7	I		1			3		I			3	2	1	2	1		1	5	7
8	I		1	1	2			I			3		2	2	2	4	2	115	8
9	I		1	1	2			I			3		2	1	2	4	2	25	9
10	E					1		I			1			1		1		15	10
11	E					2	1	I			3		1	1	1	2	1	65	11
12	E					1		I			1			1		1		10	12
13	E					3		I			3		1		1	1	1	10	13
14	I	1				2		I	1	2	1	2						245	14
15	E					1		I			1			1		1		5	15
16	E					3		I			3		1		1	1	1	5	16
17	I	1				1		I	1	2	1	2						20	17
18	I	1				1		I										25	18
19	I	1				1		I										50	19
20	I	1				1		I										10	20
SUBTOTAL (IN FEET)		385	225	140	280	725	160		355	710	1250	760	579	675	525	1110	579		

I - INSTALL, E - EXISTING

1

INSIDE POLES (IN	18 AWG	14 AWG	LUM	VIVDS	
	2/C	5/C	#8 INS	3/C	COAX
A2		40	60	20	20
B2	10	50		20	20
C2	10	10			
D2	10	10			
E2	10	10			
F2	10	50		20	20
G2	10	10			
H2	10	50		20	20
I2	10	10			
TOTAL QTY	80	240	60	80	80

INSIDE ARMS (IN FEET)	14 AWG	VIVDS	
	5/C	3/C	COAX
A2	99	34	34
B2	89	45	45
C2	PED POLE		
D2	PED POLE		
E2	PED POLE		
F2	95	25	25
G2	PED POLE		
H2	30	14	14
I2	PED POLE		
TOTAL QTY	313	118	118

CABLE TERMINATION CHART - SIGNAL POLES

CNDR NO.	CONDUCTOR COLOR	STATUS	INSTALL	INSTALL	INSTALL	INSTALL
			CABLE 1 20 CNDR	CABLE 2 20 CNDR	CABLE 3 20 CNDR	CABLE 4 20 CNDR
			FROM A2 TO CNTRL	FROM B2 TO CNTRL	FROM F2 TO CNTRL	FROM H2 TO CNTRL
1	RED/WHITE		SH 2, 3, 4 R PHASE 06	SH 6, 7 R PHASE 08	SH 9, 10, 11 R	SH 13,14 R PHASE 04
2	BLACK/WHITE		SH 2, 3, 4 Y PHASE 06	SH 6, 7 Y PHASE 08	SH 9, 10, 11 Y	SH 13,14 Y PHASE 04
3	GREEN/WHITE		SH 2, 3, 4 G PHASE 06	SH 6, 7 G PHASE 08	SH 9, 10, 11 G	SH 13,14 G PHASE 04
4	RED		SH 1 R ARW OVL A (R)	SH 5 R ARW OVL D (R)	SH 8 R ARW OVL A (R)	SH 12 R ARW OVL C (R)
5	ORANGE		SH 1 Y ARW OVL A (Y)	SH 5 Y ARW OVL D (Y)	SH 8 Y ARW OVL A (Y)	SH 12 Y ARW OVL C (Y)
6	GREEN		SH 1 G ARW PHASE 01	SH 5 G ARW PHASE 07	SH 8 G ARW PHASE 05	SH 12 G ARW PHASE 03
7	BLUE		SH 1 Y FLASH ARW OVL A (G)	SH 5 Y FLASH ARW OVL D	SH 8 Y FLASH ARW OVL A	SH 12 Y FLASH ARW OVL C
8	RED/BLACK		P1 DW PHASE 04	SPARE	P5 DW PHASE 08	P7 DW PHASE 02
9	GREEN/BLACK		P1 W PHASE 04	SPARE	P5 W PHASE 08	P7 W PHASE 02
10	BLUE/BLACK		P2 DW PHASE 06	SPARE	P6 DW PHASE 02	P8 DW PHASE 04
11	ORANGE/BLACK		P2 W PHASE 06	SPARE	P6 W PHASE 02	P8 W PHASE 04
12	BLACK		SPARE	SPARE	SPARE	SPARE
13	WHITE		NEUTRAL	NEUTRAL	NEUTRAL	NEUTRAL
14	WHITE/BLACK		SPARE	SPARE	SPARE	SPARE
15	BLUE/BLACK		SPARE	SPARE	SPARE	SPARE
16	BLACK/RED		SPARE	SPARE	SPARE	SPARE
17	WHITE/RED		SPARE	SPARE	SPARE	SPARE
18	ORANGE/RED		SPARE	SPARE	SPARE	SPARE
19	BLUE/RED		SPARE	SPARE	SPARE	SPARE
20	RED/GREEN		SPARE	SPARE	SPARE	SPARE

CABLE TERMINATION CHART - PEDESTRIAN POLES

CNDR NO.	CONDUCTOR COLOR	STATUS	INSTALL	INSTALL	INSTALL	INSTALL	INSTALL
			CABLE 3 5 CNDR	CABLE 1 5 CNDR	CABLE 2 5 CNDR	CABLE 12 5 CNDR	CABLE 16 5 CNDR
			FROM C2 TO CNTRL	FROM D2 TO CNTRL	FROM E2 TO CNTRL	FROM G2 TO CNTRL	FROM I2 TO CNTRL
1	BLACK		P2 DW PHASE 06	P3 DW PHASE 06	P4 DW PHASE 08	P6 DW PHASE 02	P8 DW PHASE 04
2	WHITE		PED COM	PED COM	PED COM	PED COM	PED COM
3	RED		SPARE	SPARE	SPARE	SPARE	SPARE
4	GREEN		SPARE	SPARE	SPARE	SPARE	SPARE
5	ORANGE		P2 W PHASE 06	P3 W PHASE 06	P4 W PHASE 08	P6 W PHASE 02	P8 W PHASE 04

ELECTRICAL SERVICE DATA NO. 2

SERVICE TYPE	ELECTRICAL SERVICE DESCRIPTION	SERVICE CONDUIT SIZE (RMC)	SERVICE CONDUCTORS NO/ SIZE	MAIN DISCONNECT CKT. BRK. POLE/AMP	TWO POLE CONTRACTOR AMPS	PANEL B.D/ LOADCENTER AMP RATING (MIN)	CIRCUIT NO.	BRANCH CKT./BRK POLE AMPS	BRANCH CIRCUIT AMPS	KVA LOAD
TYPE D	ELEC SERV TY D(120/240)060(NS)SS(E)SP(O)	1 1/4"	3/#6	2P/60	30	100	SIGNAL	1P/40	30	8.0
							INTERSECTION LIGHTING	2P/15	10	

1 3/5/19 PED SIGNAL/ILLUMINATION REVISIONS

STATE OF TEXAS
ROBERT J. GUTEKUNST
129477
LICENSED PROFESSIONAL ENGINEER
03/05/2019
Phone: (512)-418-1771
Address: 10814 Jollyville Rd
Avallon IV, Suite 300
Austin, TX 78759

Kimley»Horn F-928

© 2019 WILLIAMSON COUNTY

2851 ½ S. LAKELINE BLVD.
LAKELINE TURN LANE

ELECTRICAL WIRING - LAKELINE/ HEB DRIVEWAY

SHEET 4 OF 6

DES: GRM	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN	CASE# SP-2016-0491DS	29

FILENAME: G:\068501508*Lakeline Turn Lanes PS&E\Design\LTLsig106.dgn
PLOTTED: 3/5/2019 3:30:14 PM

ESTIMATED QUANTITIES						
ITEM	CODE	DESCRIPTION	UNIT	REFERENCE	QUANTITY	
0620	6007	ELEC CONDR (NO.8) BARE	LF	TXDOT	1,250	
0620	6008	ELEC CONDR (NO.8) INSULATED	LF	TXDOT	760	
0620	6009	ELEC CONDR (NO.6) BARE	LF	TXDOT	355	1
0620	6010	ELEC CONDR (NO.6) INSULATED	LF	TXDOT	710	
0684	6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	LF	TXDOT	579	
0684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	TXDOT	675	
0684	6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	TXDOT	525	
0684	6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	LF	TXDOT	1,110	
0688	6001	PED DETECT PUSH BUTTON (APS)	EA	TXDOT	3	1
6002	6001	VIVDS PROCESSOR SYSTEM	EA	TXDOT	1	
6002	6002	VIVDS CAMERA ASSEMBLY	EA	TXDOT	4	
6002	6003	VIVDS SET-UP SYSTEM	EA	TXDOT	1	
6002	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	TXDOT	579	
831S	2	36 inch diameter Traffic Signal Drilled Shaft Foundations 10 ft Depth	EA	COA	1	
831S	5	24 inch diameter Pedestrian Signal Foundation 4 ft Depth	EA	COA	2	
832S	VSM-3	Vehicular Signal Installation, 3 Section, Complete in Place	EA	COA	7	
832S	VSM-4	Vehicular Signal Installation, 4 Section, Complete in Place	EA	COA	3	
834S	3	Type B Pull Box	EA	COA	5	
834S	4	Ring and Lid for use with Type B Pull Boxes	EA	COA	5	1
835S	LT2	Installing Traffic Signal Conduit with Conduit 2 inch in diameter	LF	COA	865	
835S	LT3	Installing Traffic Signal Conduit with Conduit 3 inch in diameter	LF	COA	440	
838S	PSMP	Pedestrian Signal Installation: Metal Pole	EA	COA	2	
838S	PSSA	Pedestrian Signal Installation: Stand Alone	EA	COA	1	1
839S	MAP3	Type 3 Mast Arm Pole	EA	COA	1	
839S	MA50	50-foot Mast Arm	EA	COA	1	
840S	TSI	Traffic Signal Installation	EA	COA	1	
844S	2	Class 2 Trenching for Traffic Signal Conduit	LF	COA	385	1
844S	3	Class 3 Trenching for Traffic Signal Conduit Behind Curb	LF	COA	225	
WC9036	1	Remove Pole	EA	SPECIAL	1	
WC9036	2	Remove Pole Foundation	EA	SPECIAL	1	
WC9036	3	Remove Ped Pole Foundation	EA	SPECIAL	1	
WC9037	1	Relocate Illumination Pole *	EA	SPECIAL	1	
628	WC01	Overhead Electrical Service-City Std. No Meter	EA	SPECIAL	1	

*ITEM INCLUDES CITY OF AUSTIN STREETLIGHT FOUNDATION AND AUSTIN ENERGY STANDARD GROUND BOX.

1 3/5/19 PED SIGNAL/ILLUMINATION REVISIONS

Phone: (512)-418-1771
Address: 10814 Jollyville Rd
Avallon IV, Suite 300
03/05/2019 Austin, TX 78759

Kimley»Horn F-928

© 2019 WILLIAMSON COUNTY

2851 1/2 S. LAKELINE BLVD.
LAKELINE TURN LANE

QUANTITIES/ HEB DRIVEWAY

SHEET 6 OF 6

DES: GRM	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN	CASE# SP-2016-0491DS	31

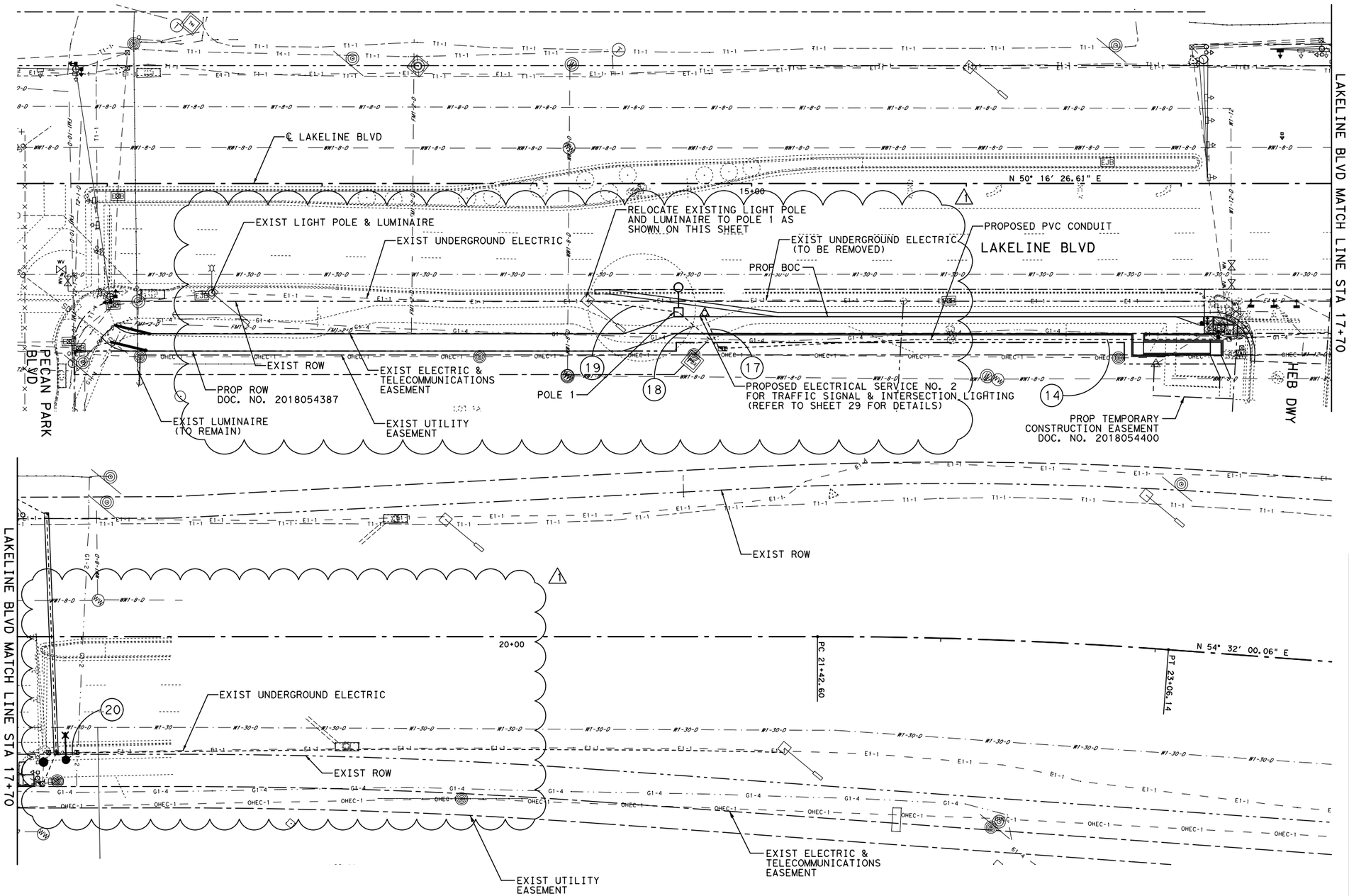
FILENAME: G:\068501508*Lakeline Turn Lanes PS&E\Design\LTLill01.dgn
PLOTTED: 3/5/2019 3:30:15 PM

NOTES:
1. ILLUMINATION POLE TO BE RELOCATED AS SHOWN ON THE PLANS ON STANDARD AUSTIN ENERGY FOUNDATIONS.
2. REFER TO SHEET 29 FOR ELECTRICAL WIRING DETAILS.
3. REFER TO SHEET 31 FOR ILLUMINATION QUANTITIES.

SUMMARY OF ROADWAY ILLUMINATION ASSEMBLIES				
POLE	ALIGN	STATION	OFFSET	DIRECTION
1	LAKELINE	14+66.00	60'	RIGHT

ELECTRICAL SERVICE LOCATION				
POLE	ALIGN	STATION	OFFSET	DIRECTION
2	LAKELINE	14+78.00	60'	RIGHT

0 25 50



LEGEND
- PROPOSED LIGHT POLE
- CITY OF AUSTIN GROUND BOX
- CONDUIT - PVC
- ELECTRICAL SERVICE
- AUSTIN ENERGY GROUND BOX

1 3/5/19 PED SIGNAL/ILLUMINATION REVISIONS

STATE OF TEXAS
VIVEK DESHPANDE
105960
LICENSED PROFESSIONAL ENGINEER
Phone: (512)-418-1771
Address: 10814 Jollyville Rd
Avallon IV, Suite 300
03/05/2019 Austin, TX 78759
Kimley»Horn F-928

© 2019 WILLIAMSON COUNTY

2851 ½ S. LAKELINE BLVD. LAKELINE TURN LANE

ILLUMINATION LAYOUT

SHEET 1 OF 1

DES: GRM	WILLIAMSON COUNTY JOB NO.	SHEET NO.
CK: TAN	CASE# SP-2016-0491DS	34

Commissioners Court - Regular Session **53.**

Meeting Date: 09/10/2019

1809-259 Lakeline Right Turn Lanes Change Order No. 4

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 (M.A. Smith Contracting) in the amount of $14,477.10 for Lakeline Right Turn Lanes, a Road Bond project in Commissioner Pct. 2.
Project: 331 Funding: Road Bond

Background

This Change Order adds a repair in the existing pavement at the HEB driveway. A portion of the existing pavement on Lakeline Blvd in front of the new HEB driveway contained failures and potholes. The City of Austin agreed to pay for a pavement repair in this location that consists of milling to a depth of 3 inches to remove the existing pavement and repaving with hot mix asphalt. The area is 83 feet long by 13 feet wide.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-259 Lakeline RTL Change Order No. 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:04 AM
Form Started By: Dawn Haggard		Started On: 08/28/2019 01:54 PM
Final Approval Date: 09/05/2019		

Received

AUG 30 2019

Received

AUG 23 2019

HNTB Corporation
Round Rock

AUG 26 2019
PST

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Project:	*1809-259*
Roadway:	*Lakeline Right Turn Lane*
CSJ Number:	

1. CONTRACTOR: **Smith Contracting**
2. Change Order Work Limits: Sta. **12+00** to Sta. **17+50**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **4B** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

4B: Third Party Accommodation. Third Party (City of Austin) requested work. This Change Order adds a repair in the existing pavement at the HEB driveway. The City of Austin agrees to pay for this additional work.

6. Work to be performed in accordance with Items: **See attached**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions/Specifications to the contract are attached: No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 8/23/19

By C. L.

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manager

The following information must be provided

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

Amount added by this change order: **$14,477.10**

RECOMMENDED FOR EXECUTION:

John D. Kaf 8/26/19
Project Manager Date

N/A
Design Engineer Date

8/29/19
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***4*** ***Project #*** ***1809-259***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-COA01	3" DEPTH PAVEMENT REPAIR IN EXISTING PAVEMENT	LS	$14,477.10	0.00	$0.00	1.00	1.00	$14,477.10	$14,477.10
TOTALS					$0.00			$14,477.10	$14,477.10

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Lakeline Right Turn Lane
Williamson County Project No. 1809-259

Change Order No. 4

Reason for Change

This Change Order adds a repair in the existing pavement in front of the HEB driveway. The City agrees to pay for this additional work.

A portion of the existing pavement on Lakeline Blvd in front of the new HEB driveway contained failures and potholes. The City of Austin agreed to pay for a pavement repair in this location that consists of milling to a depth of 3" to remove the existing pavement and repaving with Type D Hot Mix asphalt. The area is 83' long by 13' wide.

The following summarizes the new Contract items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-COA01	3" DEPTH PAVEMENT REPAIR IN EXISTING PAVEMENT	1.00	LS

This Change Order results in a net increase of $14,477.10 to the Contract amount, for an adjusted Contract total of $606,029.99. The original Contract amount was $567,792.55. As a result of this and all Change Orders to-date, $38,237.44 has been added to the Contract, resulting in a 6.7% net increase in the Contract cost. No time has been added to the Contractor as a result of this Change Order. To date, three (3) days have been added to the Contract.

HNTB Corporation

James Klotz, P.E.

Dawn Haggard

From: chrislopez@smithcontinc.com
Sent: Friday, July 19, 2019 1:32 PM
To: Clayton Weber
Cc: 62811_1809-259_LakelineRTL; Eddie R. Church; dannyanaya@smithcontinc.com; Ryan Rivera
Subject: Lakeline RTL: COP# 8-Mill & Overlay
Attachments: COP #8 Mill & Overlay.pdf

Clayton,

Attached is the Change Order Proposal #8 for a 3" mill & overlay you had some interest in. I included a pic of the existing alligator cracking in the outside lane for reference. I'm not 100% sure a mill and overlay will fix the problem; might need some further repairs in those specific locations, but we won't really know how bad it is until we open it up. Let me know if you need anything else with this proposal. Thanks.

Chris Lopez | Smith Contracting, Inc.
Project Manager
M. 512.350.1806 F. 512.990.7640
E. chrislopez@smithcontinc.com

COP #8 Mill & Overlay

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Lakeline Blvd.-Right Turn Lane
DATE: 7/19/2019

DESCRIPTION:

The proposal is to improve a section of Lakeline Blvd that is currently suffering from fatigue cracking. The area is outside the limits of construction, however it is reasonably accessible using the existing TCP. This proposal is for a 3" mill & overlay for a ±13' x 83' area of asphalt. ***Please note that the areas with fatigue cracking may limit any warranties without the introduction of full depth repairs at those specific locations*** . Final cost is inclusive of the items listed below; no other costs are included in this proposal.

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$50.00	$0.00
Superintendent			$40.00	$0.00
Foreman			$29.28	$0.00
Operator (Skid steer)			$18.79	$0.00
Operator (Backhoe Loader)			$18.79	$0.00
Concrete Finisher(Pour & Finish)			$15.90	$0.00
Concrete Finisher(Form)			$15.90	$0.00
Concrete Finisher(Drill & Epoxy)			$15.90	$0.00
Laborer (Embankment)			$14.43	$0.00
				$0.00
				$0.00
			LABOR SUBTOTAL	$0.00

MATERIALS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$0.00

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
3" Mill & Overlay (TY. C)	120	SY	$113.76	$13,651.20
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$13,651.20

UNIT PRICING:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
			UNIT PRICING SUBTOTAL	$0.00

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT SUBTOTAL	$0.00

LABOR SUBTOTAL		$0.00
LABOR BURDEN	**55%**	$0.00
LABOR PROFIT & OVERHEAD	**15%**	$0.00
MATERIALS SUBTOTAL		$0.00
MATERIALS PROFIT AND OVERHEAD	**15%**	$0.00
SUBCONTRACTORS SUBTOTAL		$13,651.20
SUBCONTRACTORS PROFIT AND OVERHEAD	**5%**	$682.56
UNIT PRICING SUBTOTAL		$0.00
EQUIPMENT		$0.00
EQUIPMENT MARKUP	**15%**	$0.00
SUBTOTAL		**$14,333.76**
BONDING COST	**1%**	$143.34
TOTAL		**$14,477.10**

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

alpha paving INDUSTRIES LLC

15 Roundville Lane, Round Rock, Texas 78664 *PHYSICAL*
Post Office Box 6565, Round Rock, Texas 78683 *MAILING*
512.677.9001 | 512.677.9002 FAX | www.alphapaving.com
COMMERCIAL | MUNICIPAL | AVIATION | MULTI FAMILY
PAVING - REPAIRS - SEALCOAT - STRIPING - CONCRETE - ADA

rated by Austin Business Journal ONE OF THE TOP 50 FASTEST GROWING COMPANIES in central tx. • 2015 •

Date: **10/19/2018**

Project Name: LAKELINE BLVD RIGHT TURN LANE
Project Adress: LAKELINE BLVD / PECAN PARK
City: AUSTIN
County: WILLIAMSON

PROPOSAL		Quantity		Unit Price		Total
CO	**3" MILL & OVERLAY**	120	SY	$113.76	/SY	$13,651.20
	NOTES:	--		--		--
	-sales tax for materials ARE NOT INCLUDED in price					
	-includes 1 mobilization, each additional $5,500.00					
	-excludes striping, testing, traffic control, base work, base prep					
	-does not includes asphalt material overruns due to subgrade					
	-any material overruns will be charged at $75/TON					
	-price good through 1/30/19					

TERMS AND CONDITIONS: Alpha Paving Industries LLC will supply all labor, equipment, and materials for the proposed work unless specified above otherwise. This quote is inclusive and based on Alpha Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. Alpha Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify Alpha Paving of any utilities buried less than 12 inches deep including private utilities and irrigation. Alpha Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified payment terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. This proposal is valid for 30 days.

Subtotal	$13,651.20
TAX EXEMPT	$ -
Grand Total	**$13,651.20**

PROPOSAL ACCEPTANCE: The above prices, specifications, terms, and conditions are accepted. Payment will be made in full NET 30 DAYS after completion of work unless specified otherwise under a separate written agreement.
I agree to complete a Project Information Form (next page) prior to scheduling of work.

Thank you for the opportunity to bid this work. Please let me know if you have any questions!

Abel Vasquez
(512) 538-5640
abel@alphapaving.com

Authorized Signature _____ Printed Name _____ Title _____ Date _____

2013 SMALL BUSINESS OF THE YEAR CITY OF AUSTIN SMBR · BBB A+ ACCREDITED BUSINESS · THE CHAMBER ROUND ROCK TEXAS ACCREDITED · GREATER ACEA · AUSTIN apartment association · AUSTIN BUSINESS JOURNAL 2015 fast 50 #6 · HUB Statewide Historically Underutilized Business Program

Need Roofing? Alpha Roofing can help! Award-winning - Professional - Experienced Visit us at www.alpharoofingtexas.com



W1-8-D

W1-12

C1-2

W1-8-D

WW1-8-D

WW1-8-D

WW1-8-D

LEVEL

12-0

C1-2

PI RETAINING WALL
WALL 3 STA 32+07.50
TOW EL=950.10'

S 39° 43' 33.38" E

83'

13'

W1-30-D

W1-30-D

W1-30-D

G1-1-D

W1-12

C1-2

G1-4

G1-4

W1-12-D

OHEC-1

OHEC-1

WW1-8-D

HEB
DRIVEWAY

LOT 1
BLOCK

AMENDED PLAT OF LOTS
LAKELINE RETAIL SUB
DOCUMENT NO.
O.P.R.W
FILED: OCTOBE

TEMPORARY
STRUCTION

Commissioners Court - Regular Session **54.**

Meeting Date: 09/10/2019

1811-278 Forest North Anderson Mill Change Order No. 1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 (QA Construction) in the amount of $1,513.40 for Forest North Anderson Mill, a Road Bond project in Commissioner Pct. 1.
P: 225 Funding: 01.0200.0210.003599

Background

This Change Order adds drainage improvements on Tottenham Court to the Contract, at the County's request. This Change Order also provides the final balancing of unused items for the 8 inch water line relocation. For the Tottenham Court improvements, the Contractor agreed to overrun the existing bid items. The additional work required three (3) new bid items. The drainage improvements consist of the installation of a slotted drain pipe, a pipe outfall and safety end treatment for the pipe. There is some minor re-grading of the existing ditch line and all disturbed areas will be re-vegetated, upon completion of the work.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1811-278 Forest North Anderson Mill Change Order No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:23 AM
Form Started By: Dawn Haggard		Started On: 08/28/2019 02:14 PM
Final Approval Date: 09/05/2019		

Received
AUG 26 2019
PSI

Received
AUG 30 2019

Received
AUG 22 2019
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project:	*1811-278*
Roadway:	*Forest North-Anderson Mill*
CSJ Number:	

1. CONTRACTOR: **QA Construction**
2. Change Order Work Limits: Sta. **0+83** to Sta. **2+37**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **3F** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order adds drainage improvements on Tottenham Court at the County's request and provides the final balancing of unused items for the 8-inch water line relocation.

6. Work to be performed in accordance with Items: **See attached**
7. New or revised plan sheet(s) are attached and numbered: **SF1, SF3, SF8, SF17, SF21, SF22, SD**
8. New Special Provisions/Specifications to the contract are attached: No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 8/21/19

By [signature]

Typed/Printed Name Dave Fernandez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: 1 Days added on this CO: 15

Amount added by this change order: **$1,513.40**

RECOMMENDED FOR EXECUTION:

[signature] P.E. 8/19/22
Project Manager Date

N/A
Design Engineer Date

[signature] 8/26/19
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
| | APPROVED | | REQUEST APPROVAL

County Commissioner Precinct 2 Date
| | APPROVED | | REQUEST APPROVAL

County Commissioner Precinct 3 Date
| | APPROVED | | REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 1811-278***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100-6002	PREPARING ROW	STA	$1,200.00	9.00	$10,800.00	2.00	11.00	$13,200.00	$2,400.00
110-6002	EXCAVATION (CHANNEL)	CY	$18.00	127.00	$2,286.00	15.00	142.00	$2,556.00	$270.00
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$30.00	19.00	$570.00	5.00	24.00	$720.00	$150.00
161-6030	COMPOST MANUFACTURED TOPSOIL (6")	SY	$7.00	1298.00	$9,086.00	88.00	1,386.00	$9,702.00	$616.00
164-6007	BROADCAST SEED (PERM) (URBAN) (CLAY)	SY	$5.25	1298.00	$6,814.50	88.00	1,386.00	$7,276.50	$462.00
164-6009	BROADCAST SEED (TEMP) (WARM) (CLAY)	SY	$5.25	649.00	$3,407.25	44.00	693.00	$3,638.25	$231.00
168-6001	VEGETATIVE WATERING	MG	$22.00	197.00	$4,334.00	2.20	199.20	$4,382.40	$48.40
169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	SY	$3.50	1298.00	$4,543.00	88.00	1,386.00	$4,851.00	$308.00
400-6006	CUT & RESTORING PAV	SY	$135.00	15.00	$2,025.00	42.00	57.00	$7,695.00	$5,670.00
460-6001	CMP (GAL STL 12 IN)	LF	$190.00	0.00	$0.00	72.00	72.00	$13,680.00	$13,680.00
467-6317	SET (TY II) (12 IN) (CMP) (4: 1) (P)	EA	$1,900.00	0.00	$0.00	1.00	1.00	$1,900.00	$1,900.00
474-6001	SLOT DRAIN (GAL STL) (12 IN)	LF	$265.00	0.00	$0.00	103.00	103.00	$27,295.00	$27,295.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,800.00	2.00	$7,600.00	0.50	2.50	$9,500.00	$1,900.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.50	443.00	$1,550.50	160.00	603.00	$2,110.50	$560.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.50	443.00	$664.50	160.00	603.00	$904.50	$240.00
531-6001	CONC SIDEWALKS (4")	SY	$72.00	6.00	$432.00	3.00	9.00	$648.00	$216.00
1004-6002	TREE PROTECTION	AC	$2,000.00	0.30	$600.00	1.00	1.30	$2,600.00	$2,000.00
510-AW8-DIA	PIPE, 8" DIA, DI CL 350 (ALL DEPTHS) WITH RESTRAINED JOINTS INCLUDES EXCAVATION AND BACKFILL	LF	$95.00	402.00	$38,190.00	(402.00)	0.00	$0.00	($38,190.00)
510-JW 8" X 8"	WET CONNECTIONS, 8" DIA. X 8" DIA.	EA	$1,500.00	1	$1,500.00	(1.00)	0.00	$0.00	($1,500.00)
510-KWW	DUCTILE IRON FITTINGS	TON	$7,500.00	0.35	$2,625.00	(0.35)	0.00	$0.00	($2,625.00)
511S-A8	VALVES, GATE, 8" DIAMETER	EA	$1,900.00	2	$3,800.00	(2.00)	0.00	$0.00	($3,800.00)
SP510-JW-AC-8"X6"	AC PIPE CONNECTIONS, 8" X 6"	EA	$1,300.00	4	$5,200.00	(4.00)	0.00	$0.00	($5,200.00)
SP510-JW-AC-8"X8"	AC PIPE CONNECTIONS, 8" X 8"	EA	$1,500.00	1	$1,500.00	(1.00)	0.00	$0.00	($1,500.00)
SP1900-W8DIA	REMOVING PIPE, 8" DIA. AC PIPE FOR REMOVAL AT STORM CROSSINGS, REQUIED RESRIANED JOINTS TO EXISTING COUPLINGS AND OTHER AREAS SPECIFIED ON PLANS AND INCLUDEING TRENCH AND PAVEMENT REPAIRS	LF	$18.00	201	$3,618.00	(201.00)	0.00	$0.00	($3,618.00)
TOTALS					$111,145.75			$112,659.15	$1,513.40

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Forest North-Anderson Mill
Williamson County Project No. 1811-278

Change Order No. 1

Reason for Change

This Change Order adds drainage improvements on Tottenham Court at the County's request and also provides the final balancing of unused items for the 8-inch water line relocation. For the Tottenham Court improvements, the Contractor agreed to overrun the existing bid items. The additional work required three (3) new bid items. The drainage improvements consist of the installation of a slotted drain pipe, a pipe outfall and safety end treatment at the end of the pipe. There is some minor re-grading of the existing ditch line and all disturbed areas will be re-vegetated upon completion of the work.

The following summarizes the new Contract items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
460-6001	CMP (GAL STL 12 IN)	72	LF
467-6317	SET (TY II) (12 IN) (CMP) (4:1) (P)	1	EA
474-6001	SLOT DRAIN (GAL STL) (12 IN)	103	LF

This Change Order results in a net increase of $1,513.40 to the Contract amount, for an adjusted Contract total of $296,513.40. The original Contract amount was $295,000.00. As a result of this and all Change Orders to-date, $1,513.40 has been added to the Contract, resulting in a 0.51% net increase in the Contract cost. Fifteen (15) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

FOREST NORTH DRAINAGE IMPROVEMENTS
TOTAL OPINION OF PROBABLE COSTS

TxDOT Bid Item	Description	Unit	Estimated Quantity	Unit Cost	Total Cost
0100 6002	PREPARING ROW	STA	2	$ 1,200.00	$ 2,400.00
0110 6002	EXCAVATION (CHANNEL)	CY	15	$ 18.00	$ 270.00
0132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	5	$ 30.00	$ 150.00
0160 WC02	COMPOST MANUFACTURED TOPSOIL (6")	SY	88	$ 7.00	$ 616.00
0164 WC05	BROADCAST SEED (PERM) (URBAN) (CLAY)	SY	88	$ 5.25	$ 462.00
0164 WC10	BROADCAST SEED (TEMP) (WARM) (CLAY)	SY	44	$ 5.25	$ 231.00
0168 WC01	VEGETATIVE WATERING	MG	2.2	$ 22.00	$ 48.40
0169 6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	SY	88	$ 3.50	$ 308.00
0400 6006	CUT & RESTORING PAV	SY	42	$ 135.00	$ 5,670.00
0460 6001	CMP (GAL STL 12 IN)	LF	72	$ 190.00	$ 13,680.00
0467 6317	SET (TY II) (12 IN) (CMP) (4: 1) (P)	EA	1	$ 1,900.00	$ 1,900.00
0474 6001	SLOT DRAIN (GAL STL) (12 IN)	LF	103	$ 265.00	$ 27,295.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	0.5	$ 3,800.00	$ 1,900.00
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	160	$ 3.50	$ 560.00
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	160	$ 1.50	$ 240.00
0531 6001	CONC SIDEWALKS (4")	SY	3	$ 72.00	$ 216.00
1004 6002	TREE PROTECTION	AC	1	$ 2,000.00	$ 2,000.00
			Project Total		**$ 57,946.40**

Dawn Haggard

From: Ryan Rivera
Sent: Monday, July 08, 2019 3:49 PM
To: Ryan Helm
Cc: 62811_1811-278_ForestNorthAnderson; James Klotz; Clayton Weber; Eddie R. Church
Subject: RE: Forest North Improvement - Additional Work Pricing

Ryan,

Please proceed with the additional work that QA Services priced for the Forest North project at Tottenham Ct. Let us know roughly 1 week prior to your start so we can notify residents of upcoming work. We will begin the change order process to add these itmes to the contract with an additional 15 days to complete the work. Let me know if you have any questions.

Thanks,

Ryan

From: Ryan Helm <ryan@qacsi.com>
Sent: Monday, July 1, 2019 4:52 PM
To: Ryan Rivera <rrivera@HNTB.com>
Cc: 62811_1811-278_ForestNorthAnderson <62811_1811-278_ForestNorthAnderson@HNTB.com>
Subject: Fwd: Forest North Improvement - Additional Work Pricing

Please see below.

Thanks,

Jess Ryan Helm
QA Construction Services inc
C-956-455-7388

Sent from my iPhone

Begin forwarded message:

> **From:** <jose@qacsi.com>
> **Date:** July 1, 2019 at 2:41:41 PM CDT
> **To:** "'Ryan Helm'" <ryan@qacsi.com>
> **Cc:** "'Javier Barajas'" <jbarajas@landmarkces.com>
> **Subject: Forest North Improvement - Additional Work Pricing**
>
> Ryan,
>
> See attached pricing for the additional work requested by the Project Manager. Let me know if you have any question.
>
> Thanks,

Jose Ruiz
Project Estimator
817-367-8383 Cell
jose@qacsi.com

Construction Services, Inc.
www.qacsi.com



LEGEND

- CITY OF AUSTIN LIMITS
- EXISTING PROPERTIES
- 13515 EXISTING ADDRESS
- EXISTING R.O.W.
- EXISTING EASEMENT
- EXISTING EDGE OF PAVEMENT
- OHE EXISTING OVERHEAD ELECTRIC
- WL EXISTING WATERLINE
- EXISTING RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPOSED TEMPORARY EASEMENT
- CHANNEL CENTERLINE
- FLOW DIRECTION
- X DRIVEWAY ID
- BENCHMARK

0 75 150

NOTES:

1. COORDINATES ARE BASED ON TEXAS STATE PLANE SYSTEM, CENTRAL ZONE, ADJUSTED TO THE SURFACE. TO TRANSFORM FROM SURFACE VALUES TO LAMBERT GRID VALUES USE A FACTOR OF 0.99988706.

2. BENCHMARKS: (VERTICAL DATUM: NAD 83)

   TBM "A": SQUARE CUT ON CURB.
   ELEVATION: 889.07'

   TBM "B": RAILROAD SPIKE SET IN POWER POLE
   ELEVATION: 889.65'

   TBM "D": SQUARE CUT ON SIDEWALK.
   ELEVATION: 904.20

3. PARCEL INFORMATION FOR THE PROJECT LAYOUT WAS OBTAINED FROM THE WILLIAMSON COUNTY APPRASIAL DISTRICT AND IS FOR REFERENCE ONLY.

4. CIP SF1 DESCRIPTION:
   STORM SEWER SF1:
   INSTALL STORM SEWER ALONG SOUTH SIDE OF MEADOWHEATH DRIVE FROM STILLFOREST STREET TO HAVERSHAM COURT.
   CULVERT C-31:
   REMOVE EXISTING CULVERT.
   CHANNEL SF1-3:
   REGRADE CHANNEL ALONG SOUTH SIDE OF MEADOWHEATH DRIVE FROM BROADMEADE AVENUE TO STILLFOREST STREET.

5. CIP SF2 DESCRIPTION:
   CHANNEL SF2-1:
   REGRADE CHANNEL ALONG WEST SIDE OF STILLFOREST STREET FROM CHATTERTON COURT TO MEADOWHEATH DRIVE.
   CULVERT C-35:
   REMOVE AND REPLACE EXISTING CULVERT.
   CHANNEL SF1-3:
   REGRADE CHANNEL ALONG WEST SIDE OF STILLFOREST STREET FROM TOTTENHAM COURT TO CHATTERTON COURT.
   CULVERT C-36:
   REMOVE AND REPLACE EXISTING CULVERT.

△1

6. ~~CIP SF3 DESCRIPTION:~~

7. CIP SF4 DESCRIPTION:
   CHANNEL SF4-1
   REGRADE CHANNEL ALONG NORTH SIDE OF TOTTENHAM COURT FROM THE CUL-DE-SAC TO STILLFOREST STREET.

△2 STORM SEWER SF4-1
INSTALL STORM SEWER ON NORTH SIDE OF TOTTENHAM TO CHANNEL.

8. ALL PROPERTIES WITHIN THIS ZONE ARE SUBJECT TO THE FOLLOWING RESTRICTIONS IN ACCORDANCE WITH FOREST NORTH SUBDIVISION RESTRICTIONS:
   -ALLOWED ONE-RIBBON DRIVEWAY
   -NO FENCE, WALL OR HEDGE SHALL BE BUILT FORWARD OF THE BUILDING SETBACK LINE

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	CG	8/24/16	CO 1 - REMOVE CIP SF3
2	VO	6/6/19	ADD SLOTTED DRAIN TO SF4

Victoria M Ortega
STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED
PROFESSIONAL ENGINEER
6/6/2019

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

STILLFOREST ZONE
PROJECT LAYOUT

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P - 512.338.1704
F - 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

SCALE	1" = 150'
DATE	9/01/2017

SHEET NO.
SF1 OF SF22

$SN#OF#$

X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\TottenhamCourt\0300*SF*THPROJ*LAY.dgn modified by VOrtega on 6/6/2019 - 6:08:20 PM

Drainage Area ID	Drainage Area (ac)	C Value	Tc (min)	Intensity (25-YR) (in/hr)	Discharge (25-YR) (cfs)	Intensity (100-YR) (in/hr)	Discharge (100-YR) (cfs)	
SF16	3.46	0.5	26.8	5.21	9.9	6.82	13.0	1
~~SF18~~	~~0.52~~	~~0.5~~	~~16.8~~	~~6.60~~	~~1.9~~	~~8.52~~	~~2.4~~	2
SF20	0.97	0.5	20.0	6.07	3.2	7.88	4.2	
~~SF22~~	~~0.66~~	~~0.5~~	~~16.4~~	~~6.67~~	~~2.4~~	~~8.61~~	~~3.1~~	
SF24	1.57	0.5	16.5	6.65	5.7	8.59	7.4	SEE NOTE 2
~~SF26~~	~~0.23~~	~~0.5~~	~~11.1~~	~~7.88~~	~~1.0~~	~~10.03~~	~~1.3~~	
SF28	1.56	0.5	21.2	5.89	5.0	7.66	6.6	
SF32	0.51	0.5	10.0	8.19	2.3	10.40	2.9	
SF101	3.83	0.5	21.9	5.80	12.2	7.55	15.9	
SF102	0.37	0.5	10.0	8.19	1.7	10.40	2.1	
SF103	1.30	0.5	23.3	5.61	4.0	7.32	5.2	
SF104	2.80	0.5	30.0	4.89	7.5	6.43	9.9	
SF105	0.31	0.5	10.0	8.19	1.4	10.40	1.8	



LEGEND

- CITY OF AUSTIN LIMITS
- DRAINAGE AREA
- CHANNEL
- TC FLOW PATH
- FLOW DIRECTION
- (X.XX) DRAINAGE AREA ID
- [X.XX] INLET ID

0 75 150

NOTE:

1. HYDROLOGY FOR THE ONSITE DRAINAGE BASINS WAS DEVELOPED USING THE RATIONAL METHOD DESCRIBED IN THE TXDOT HYDRAULIC MANUAL, MAY 2014, SECTION 13.

   C-VALUE: 0.50 FOR SF RESIDENTIAL
   TC: KERBY-KIRPICH METHOD

2. FLOW FOR CIP SF4 CHANNEL WAS CALCULATED USING THE FLOW FOR DRAINAGE AREA SF24.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	CG	5/10/17	RFI 20 - REVISE CIP SF2
2	VO	6/6/19	ADD SLOTTED DRAIN TO SF4

Victoria M Ortega

STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED PROFESSIONAL ENGINEER
6/6/2019

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

STILLFOREST ZONE
DRAINAGE AREA MAP

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704
F – 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY 1848

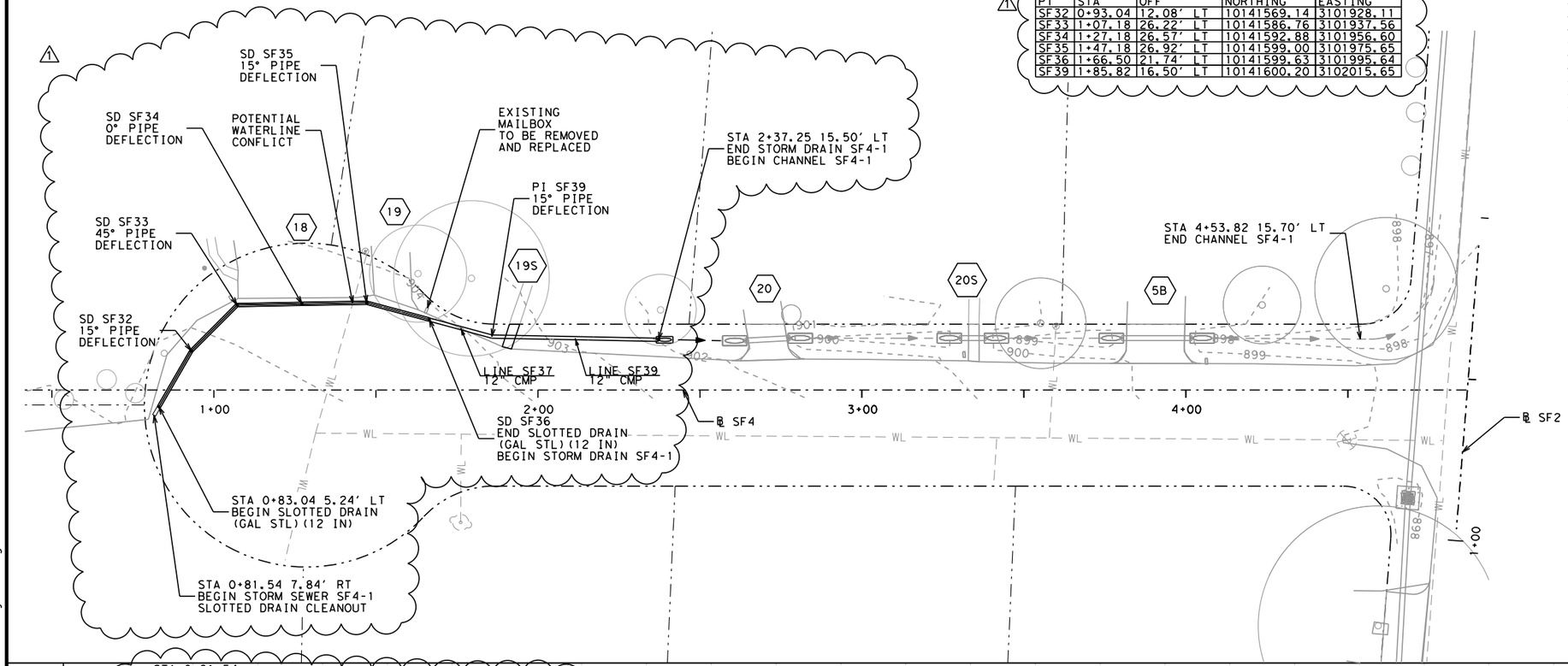
SCALE	1" = 150'
DATE	9/01/2017

SHEET NO.
SF3 OF SF22

$SN#OF#$

X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\TottenhamCourt\0300*SF*TH*DAM01.dgn modified by VOrtega on 6/6/2019 - 6:08:21 PM

PT	STA	OFF	NORTHING	EASTING
SF32	0+93.04	12.08' LT	10141569.14	3101928.11
SF33	1+07.18	26.22' LT	10141586.76	3101937.56
SF34	1+27.18	26.57' LT	10141592.88	3101956.60
SF35	1+47.18	26.92' LT	10141599.00	3101975.65
SF36	1+66.50	21.74' LT	10141599.63	3101995.64
SF39	1+85.82	16.50' LT	10141600.20	3102015.65

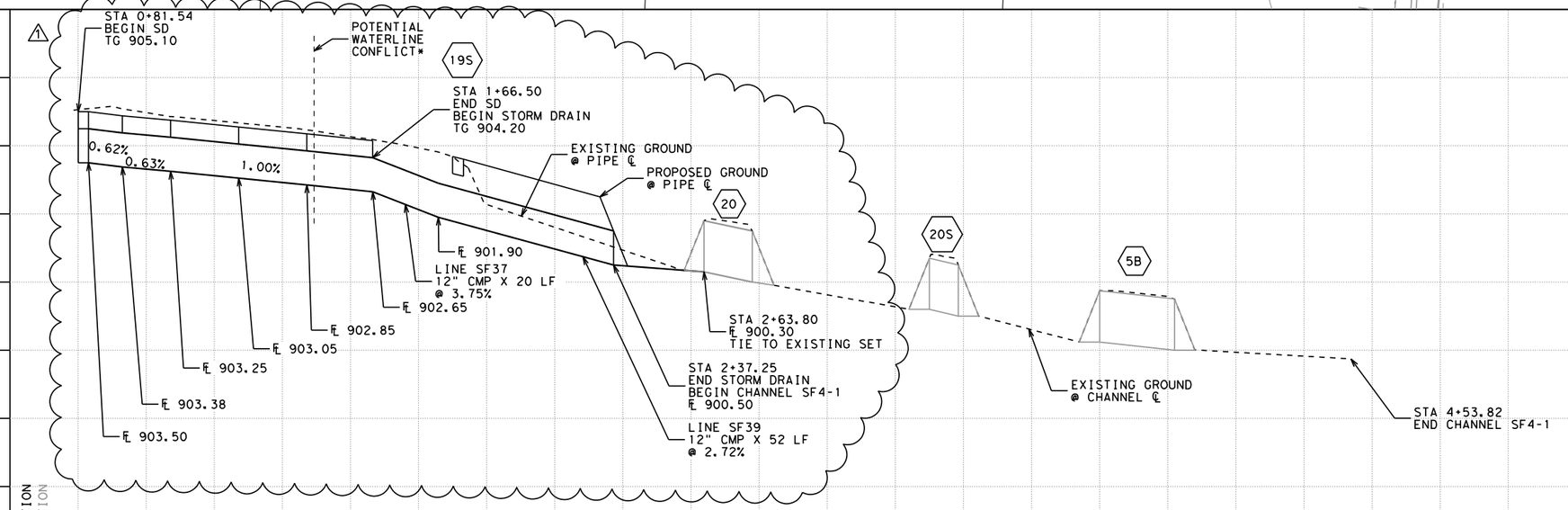


LEGEND
- EXISTING E.O.P.
- EXISTING PROPERTIES
- EXISTING R.O.W.
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CHANNEL
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING WASTEWATER LINE
- EXISTING WATERLINE
- CONCRETE RIPRAP
- STONE RIPRAP
- (X) DRIVEWAY ID
- EXISTING TREE
- EXISTING TREE TO BE REMOVED

0 20 40

NOTES:
1. ALL STATION AND OFFSET REFERENCES ARE TO THE BASELINE CONTROL UNLESS OTHERWISE NOTED.
2. SEE CHANNEL AND DRIVEWAY SUMMARY SHEET FOR DRIVEWAY AND DRIVEWAY CULVERT INFORMATION.
3. EXISTING AND PROPOSED GROUND PROFILES DISPLAYED AT CENTERLINE OF PROPOSED PIPE AND OR CHANNEL.
4. PAVEMENT WILL BE CUT AND RESTORED PER CUTTING AND RESTORING PAVEMENT DETAIL.

*NOTE: CONTRACTOR SHALL VERIFY UTILITY LOCATION AND ELEVATION



REV. NO.	BY	DATE	REVISION DESCRIPTION
1	VO	6/5/19	ADD SLOTTED DRAIN TO SF4

Victoria M Ortega
STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED
PROFESSIONAL ENGINEER
6/6/2019

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

STILLFOREST ZONE CIP SF4
CHANNEL SF4-1 PLAN AND PROFILE - STA TO END

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704
F – 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

SCALE	H: 1" = 40' V: 1" = 4'
DATE	9/01/2017

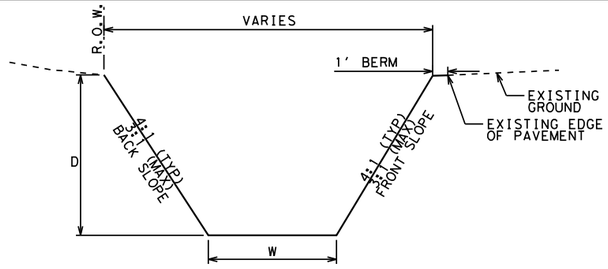
SHEET NO.
SF8 OF SF22

$SN#OF#$

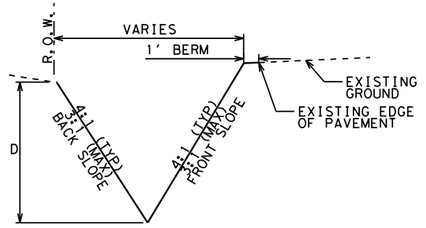
X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\TottenhamCourt\0300*SF*TH*PP14.dgn modified by VOrtega on 6/6/2019 - 6:08:23 PM

Channel Hydraulics Summary

CIP Project ID	Channel ID	Segment ID	Upstream Station (sta)	Upstream Offset (ft)	Upstream Flowline (ft)	Downstream Station (sta)	Downstream Offset (ft)	Downstream Flowline (ft)	Length (ft)	Longitudinal Slope (%)	Roughness Coefficient (n)	Bottom (W) (ft)	Depth (D) (ft)	Side Front (_:1)	Side Back (_:1)	Capacity (cfs)	Lining Material	Q_{25} (cfs)	V_{25} (fps)	d_{25} (ft)
SF1	SF1-3	1	1+13.41	17.57 RT	888.91	1+83.80	17.00 RT	888.63	70.39	0.40	0.040	N/A	2.0	4.0	4.0	36.8	GRASS	7.0	1.52	1.07
		2	1+92.00	17.00 RT	888.50	3+17.10	17.00 RT	887.30	125.10	0.96	0.040	N/A	2.0	4.0	4.0	57.1	GRASS	7.0	2.11	0.92
		3	3+39.50	17.00 RT	886.72	4+31.00	17.60 RT	886.42	91.50	0.33	0.040	N/A	2.0	4.0	4.0	33.5	GRASS	7.0	1.41	1.11
		4	4+54.50	18.50 RT	886.14	5+17.25	19.80 RT	885.62	62.75	0.83	0.040	N/A	2.0	4.0	4.0	53.1	GRASS	7.0	2.00	0.94
		5	5+38.50	20.00 RT	885.43	5+85.25	19.00 RT	885.18	34.75	0.72	0.040	N/A	1.5	3.0	3.0	53.6	GRASS	7.0	4.78	0.70
		6	5+96.00	18.75 RT	885.08	6+35.70	21.20 RT	884.82	35.30	0.74	0.040	N/A	1.2	4.0	4.0	40.3	GRASS	7.0	4.52	0.62
SF2	SF2-1	1	5+72.83	13.22 LT	891.10	6+03.00	12.50 LT	890.60	30.17	2.00	0.040	N/A	0.5	10.0	10.0	4.7	GRASS	1.9	1.51	0.36
		2	6+42.23	11.55 LT	889.25	7+68.00	13.50 LT	886.80	125.77	1.95	0.040	N/A	1.0	5.0	8.0	21.1	GRASS	9.9	2.68	0.75
		3	8+63.40	14.43 LT	885.70	9+18.75	24.15 LT	884.82	58.94	1.50	0.040	N/A	1.2	5.0	4.0	20.6	GRASS	12.2	2.79	0.99
	SF2-3	1	1+78.23	14.11 LT	896.85	3+03.00	13.60 LT	896.35	124.77	0.40	0.040	N/A	0.7	10.0	10.0	6.4	GRASS	6.2	1.53	0.78
		2	3+61.66	13.98 LT	894.76	4+48.00	14.40 LT	893.90	86.34	1.00	0.040	N/A	0.6	4.0	5.0	2.7	GRASS	2.4	1.60	0.58
		3	4+89.83	14.78 LT	892.90	5+10.00	15.00 LT	892.50	20.17	2.00	0.040	N/A	0.8	6.0	4.0	9.0	GRASS	3.4	2.21	0.56
	SF2-5	1	10+70.18	14.95 LT	898.16	11+47.00	14.25 LT	897.85	76.70	0.40	0.040	N/A	0.9	6.0	6.7	6.0	GRASS	6.1	1.32	0.85
		2	11+92.20	14.00 LT	897.78	1+10.00	15.65 LT	897.60	17.85	1.00	0.040	N/A	0.6	7.7	12.5	4.9	GRASS	1.0	1.06	0.30
SF3	SF3-1	–	–	– – –	–	–	– – –	–	–	–	–	–	–	–	–	–	–	–	–	–
		–	–	– – –	–	–	– – –	–	–	–	–	–	–	–	–	–	–	–	–	–
SF4	SF4-1	1	2+37.25	15.50 LT	900.50	2+63.80	15.20 LT	900.30	26.55	0.75	0.040	N/A	1.2	3.5	3.5	11.2	GRASS	8.5	2.08	1.08
		2	2+78.00	16.00 LT	900.00	3+30.00	16.00 LT	899.20	52.00	1.54	0.040	N/A	1.5	3.0	3.0	24.8	GRASS	8.5	2.81	1.00
		3	3+38.50	16.00 LT	899.00	3+80.00	16.00 LT	898.24	41.50	1.83	0.040	N/A	1.2	3.0	3.0	14.9	GRASS	8.5	2.99	0.97
		4	4+02.00	16.00 LT	898.00	4+53.82	15.70 LT	897.30	51.82	1.35	0.040	2	0.8	4.0	6.0	12.6	GRASS	8.5	2.37	0.67



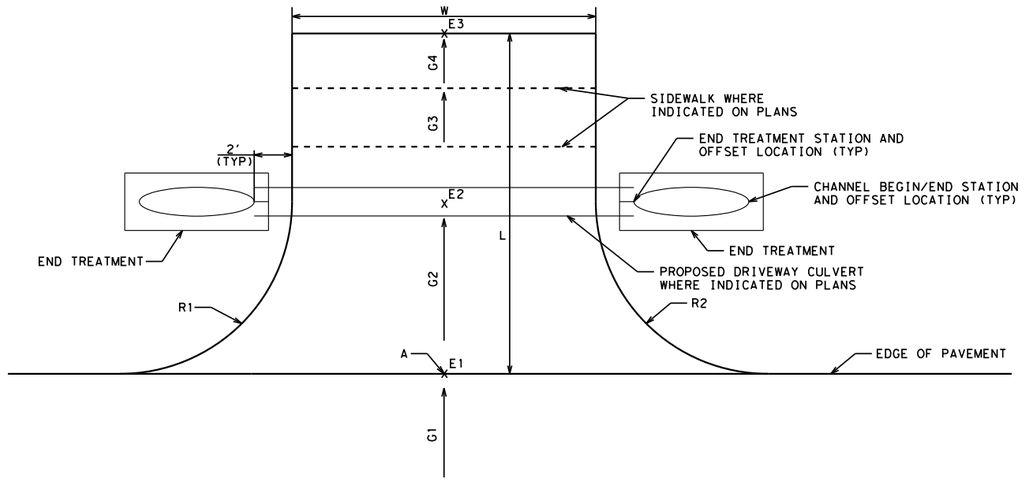
CHANNEL TYPICAL SECTION



CHANNEL TYPICAL SECTION

Driveway Culvert Summary

CIP Project ID	Driveway ID	Station (A) (sta)	Length (L) (ft)	Width (W) (ft)	Radius (R_1) (ft)	Radius (R_2) (ft)	Roadway Grade (G_1) (%)	Driveway Grade (G_2) (%)	Sidewalk Grade (G_3) (%)	Driveway Grade (G_4) (%)	Elevation (E_1) (ft)	Elevation (E_2) (ft)	Elevation (E_3) (ft)	Sidewalk Area (sy)	Driveway Area (sy)	Number of Barrels	RCP (CL III) (18 IN) (lf)	RCP (CL III) (24 IN) (lf)	Upstream End Treatment (ea)	Upstream Station (sta)	Upstream Offset (ft)	Upstream Flowline (ft)	Downstream End Treatment (ea)	Downstream Station (sta)	Downstream Offset (ft)	Downstream Flowline (ft)	Slope (ft/ft)	Roughness Coefficient (n)	Culvert Flows Q_{25} (cfs)	Culvert Flows d_{25} (ft)	Culvert Flows Capacity (cfs)
SF1	1S	1+87.90	20	5	N/A	N/A	-2.09	-0.50	N/A	N/A	890.50	890.47	890.46	9		1	9		4:1 SET	1+83.80	17.00 RT	888.63	4:1 SET	1+92.00	17.00 RT	888.50	0.014	0.012	7.0	1.2	13.7
	2	3+28.30	17	17	5	5	-0.80	1.50	N/A	N/A	888.96	889.13	889.26		34	1	23		4:1 SET	3+17.10	17.00 RT	887.30	4:1 SET	3+39.50	17.00 RT	886.72	0.025	0.012	7.0	1.0	18.1
	3	4+42.75	16	19	5	5	-0.25	3.03	N/A	N/A	888.27	888.49	888.78		34	1	24		4:1 SET	4+31.00	17.60 RT	886.42	4:1 SET	4+54.50	18.50 RT	886.14	0.012	0.012	7.0	1.2	12.3
	4	5+27.88	13	17	5	5	-0.05	-2.15	N/A	2.90	887.71	887.53	887.65		27	1	22		4:1 SET	5+17.25	19.80 RT	885.62	4:1 SET	5+38.50	20.00 RT	885.43	0.009	0.012	7.0	1.2	10.6
	11S	5+90.63	14	5	N/A	N/A	-0.72	2.00	N/A	N/A	887.12	887.27	887.37	8		1	11		4:1 SET	5+85.25	19.00 RT	885.18	4:1 SET	5+96.00	18.75 RT	885.08	0.009	0.012	7.0	1.3	10.9
	12	7+59.79	17	20	5	5	-2.75	1.90	N/A	N/A	885.50	885.58	885.73		39	SEE STORM SEWER CALCULATIONS															
	13	9+54.01	16	22	10	5	-0.35	0.65	N/A	N/A	884.24	884.30	884.37		42	SEE STORM SEWER CALCULATIONS															
SF2	5	2+66.53	14	10	10	10	-0.93	1.50	N/A	3.00	896.72	896.80	896.92		19	SEE STORM SEWER CALCULATIONS															
	6	1+76.80	14	10	5	5	-1.10	-0.95	N/A	1.30	896.44	896.40	896.47		16	SEE STORM SEWER CALCULATIONS															
	7	4+69.85	14	20	5	5	-0.65	4.50	N/A	N/A	894.52	894.90	895.16		31	SEE STORM SEWER CALCULATIONS															
	8	6+21.90	16	19	5	5	-1.40	-2.70	N/A	1.50	890.74	890.73	890.84		34	SEE STORM SEWER CALCULATIONS															
	9	8+13.85	15	8	5	5	-2.30	-1.85	N/A	0.30	887.97	887.82	887.84		15	SEE STORM SEWER CALCULATIONS															
	10	3+85.06	15	8	5	5	-2.65	0.28	N/A	2.10	887.50	887.52	887.64		15	SEE STORM SEWER CALCULATIONS															
	11	4+09.16	15	23	5	5	-2.66	0.05	N/A	3.15	887.25	887.28	887.42		38	SEE STORM SEWER CALCULATIONS															
	14	11+71.20	13	23	5	5	-0.65	3.25	N/A	4.72	898.79	899.02	899.30		34	SEE STORM SEWER CALCULATIONS															
SF3	15	1+00.00	EXISTING TO REMAIN													NO CROSS DRAINAGE STRUCTURE															
	16	2+09.84	EXISTING TO REMAIN													NO CROSS DRAINAGE STRUCTURE															
	17	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
	8S	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
SF4	18	1+25.88	EXISTING TO REMAIN													NO CROSS DRAINAGE STRUCTURE															
	19	1+56.35	EXISTING TO REMAIN													NO CROSS DRAINAGE STRUCTURE															
	19S	1+90.43	8	3	N/A	N/A	-3.48	-2.50	N/A	-2.50	903.74	903.55	903.35	3		SEE STORM SEWER CALCULATIONS															
	20	2+70.90	11	12	5	5	-3.48	-2.18	N/A	-1.70	901.75	901.61	901.52		17	1	15		4:1 SET	2+63.80	15.20 LT	900.30	4:1 SET	2+78.00	16.00 LT	900.00	0.020	0.012	8.5	1.2	42.0
	20S	3+34.25	12	4	N/A	N/A	-1.90	-0.86	N/A	-0.05	900.81	900.75	900.73	6		1	9		4:1 SET	3+30.00	16.00 LT	899.20	4:1 SET	3+38.50	16.00 LT	899.00	0.022	0.012	8.5	1.2	17.0
	5B	3+91.00	12	18	5	5	-0.72	-2.72	N/A	-1.30	899.88	899.65	899.60		26	1	22		4:1 SET	3+80.00	16.00 LT	898.24	4:1 SET	4+02.00	16.00 LT	898.00	0.011	0.012	8.5	1.3	11.9



DRIVEWAY DETAIL

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	VO	6/6/19	ADD SLOTTED DRAIN TO SF4

Victoria M Ortega
STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED PROFESSIONAL ENGINEER
6/6/2019

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

STILLFOREST ZONE
CHANNEL AND DRIVEWAY SUMMARY

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P - 512.338.1704
F - 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

SCALE	
DATE	9/01/2017
SHEET NO.	SF17 OF SF22

$SN#OF#$

X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\TottenhamCourt\0300*SF*TH*HYD01.dgn modified by VOrtega on 6/6/2019 - 6:08:24 PM

Link ID	Upstream Station (sta)	Upstream Offset (ft)	Upstream Flowline (ft)	Upstream HGL (ft)	Downstream Station (sta)	Downstream Offset (ft)	Downstream Flowline (ft)	Downstream HGL (ft)	Number of Barrels	Size	Length (ft)	Link Slope (%)	Roughness Coefficent (n)	Flows Q_{25} (cfs)	Flows Capacity (cfs)	Notes
SF28	11+49.00	14.25 LT	894.85	896.14	1+12.00	14.25 LT	894.60	896.01	1	18" RCP	61	0.42	0.012	5.1	7.9	1
SF25	1+12.00	15.65 LT	892.23	896.01	3+05.00	15.65 LT	891.65	895.51	1	18" RCP	190	0.31	0.012	5.8	6.8	1
SF23	3+05.00	13.60 LT	891.65	895.51	4+50.00	13.60 LT	890.52	892.80	1	18" RCP	141	0.80	0.012	13.1	11.0	1
SF21	4+50.00	14.40 LT	890.52	892.80	5+12.00	14.40 LT	890.05	891.65	1	18" RCP	59	0.80	0.012	15.1	11.0	1
SF19	5+12.00	15.00 LT	890.05	891.65	6+05.00	15.00 LT	887.60	888.81	1	18" RCP	91	2.72	0.012	18.1	20.2	1
SF17	6+05.00	12.50 LT	887.10	888.83	7+70.00	12.50 LT	883.30	884.34	1	24" RCP	163	2.35	0.012	19.7	40.4	1
SF15	7+70.00	13.50 LT	883.30	885.37	9+23.67	13.50 LT	880.20	881.58	1	24" RCP	153	2.04	0.012	28.2	37.7	1
SF101	6+38.20	21.20 RT	879.25	882.09	9+23.67	21.20 LT	879.20	882.05	1	36" RCP	11	0.50	0.012	12.7	54.9	1
SF101A	9+23.67	14.50 LT	879.20	882.05	7+41.45	14.50 RT	878.75	881.59	1	36" RCP	90	0.50	0.012	39.5	54.9	1
SF102	7+41.45	17.50 RT	878.75	881.59	9+33.00	17.50 RT	877.81	881.02	1	36" RCP	188	0.50	0.012	40.4	55.0	1
SF103	9+33.00	17.65 RT	877.81	881.02	10+29.50	17.65 RT	877.34	880.66	1	36" RCP	95	0.50	0.012	43.8	54.8	1
SF1J1	10+29.50	18.70 RT	877.34	880.66	10+40.50	18.70 RT	877.29	880.48	1	36" RCP	10	0.52	0.012	43.8	55.9	1
SF104	10+40.50	22.60 RT	877.29	880.48	10+47.40	22.60 LT	877.04	879.60	1	36" RCP	44	0.58	0.012	49.4	59.2	1
SF105	10+47.40	24.00 LT	877.04	879.60	10+65.00	76.00 LT	876.76	879.26	1	36" RCP	53	0.53	0.012	50.2	56.5	1
SF1J2	10+65.00	76.00 LT	876.76	879.26	10+76.53	181.60 LT	876.18	878.49	1	36" RCP	107	0.55	0.012	50.2	57.4	1, 2
SF32	0+83.04	5.24 RT	903.50	904.26	0+93.04	12.08 LT	903.38	904.24	1	12" CMP	21	0.63	0.024	0.5	1.6	
SF33	0+93.04	12.08 LT	903.38	904.24	1+07.18	26.22 LT	903.25	904.18	1	12" CMP	20	0.63	0.024	1.0	1.6	
SF34	1+07.18	26.22 LT	903.25	904.18	1+27.18	26.57 LT	903.05	904.04	1	12" CMP	21	1.00	0.024	1.5	2.1	
SF35	1+27.18	26.57 LT	903.05	904.04	1+47.18	26.92 LT	902.85	903.84	1	12" CMP	21	1.00	0.024	2.0	2.1	
SF36	1+47.18	26.92 LT	902.85	903.84	1+66.50	21.74 LT	902.65	903.33	1	12" CMP	21	1.00	0.024	2.5	2.1	
SF37	1+66.50	21.74 LT	902.65	903.33	1+85.82	16.50 LT	901.90	902.50	1	12" CMP	21	3.75	0.024	2.5	4.0	
SF39	1+85.82	16.50 LT	901.90	902.63	2+37.25	15.50 LT	900.50	901.17	1	12" CMP	52	2.72	0.024	2.5	3.4	

1

Inlet ID	Station (sta)	Chain	Offset (ft)	Description	Grate Perimeter (ft)	Grate Area (sf)	Clog Reduction Factor	Perimeter Reduction Factor	Inlet Elevation (ft)	Q_{25} (cfs)	Allowable Ponded (ft)	Ponded Elevation (ft)	Notes
SF16	7+70.00	SF2	13.50 LT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	886.80	9.9	1.00	887.44	1
SF18	6+05.00	SF2	12.50 LT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	890.60	1.9	0.40	890.81	1
SF20	5+12.00	SF2	15.00 LT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	893.15	3.2	0.35	893.45	1, 4 - 893.84
SF22	4+50.00	SF2	14.40 LT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	893.90	2.4	0.50	894.15	1
SF24	3+05.00	SF2	13.60 LT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	896.35	5.7	0.50	896.79	1
SF26	1+12.00	SF2	15.65 LT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	897.60	1.0	0.75	897.74	1, 4 - 898.72
SF28	11+49.00	SF2A	14.25 LT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	897.85	5.0	0.90	898.26	1
SF101	6+38.20	SF1	21.20 RT	TY PSL(FG)(4-4)(4-4)	16.67	8.19	0.50	0.50	884.82	12.2	1.20	885.43	1, 4 - 887.20
SF102	7+41.45	SF1	17.50 RT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	884.50	1.7	0.70	884.69	1
SF103	9+33.00	SF1	17.65 RT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	883.17	4.0	1.00	883.51	1
SF104	10+40.50	SF1	22.60 RT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	882.00	7.5	0.60	882.53	1, 4 - 883.61
SF105	10+47.40	SF1	24.00 LT	TY PSL(FG)(3-3)(3-3)	12.67	5.50	0.50	0.50	882.00	1.4	1.00	882.17	1
SF32	0+93.04	SF4	12.08 LT	20' SLOTTED DRAIN (12 IN)	n/a	n/a	n/a	n/a	905.08	0.5	0.25	905.25	
SF33	1+07.18	SF4	26.22 LT	20' SLOTTED DRAIN (12 IN)	n/a	n/a	n/a	n/a	904.85	0.5	0.25	905.02	
SF34	1+27.18	SF4	26.57 LT	20' SLOTTED DRAIN (12 IN)	n/a	n/a	n/a	n/a	904.67	0.5	0.25	904.83	
SF35	1+47.18	SF4	26.92 LT	20' SLOTTED DRAIN (12 IN)	n/a	n/a	n/a	n/a	904.46	0.5	0.25	904.63	
SF36	1+66.50	SF4	21.74 LT	20' SLOTTED DRAIN (12 IN)	n/a	n/a	n/a	n/a	904.18	0.5	0.25	904.35	

1

NOTES:

ANALYSIS PERFORMED USING GEOPAK DRAINAGE (2009 EDITION), WHICH PERFORMED HYDRAULIC COMPUTATIONS IN ACCORDANCE WITH FHWA HEC-22 GUIDELINES.

1. EXISTING STORM SEWER.
2. TAILWATER SET TO 10-YEAR WATER SURFACE ELEVATION FOR LAKE CREEK TRIBUTARY 2 OBTAINED FROM FEMA.
3. ALL TY PSL INLETS SHALL INCLUDE A MINIMUM 1.5 FT CAST-IN-PLACE REINFORCED CONCRETE APRON PER DETAIL 'A' ON TYPE PSL DETAIL SHEET.
4. THE HEADWATER ELEVATION, AS NOTED, FOR THE EXISTING CULVERT WAS USED AS THE ALLOWABLE PONDED ELEVATION AT CORRESPONDING INLET.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	VO	6/6/19	ADD SLOTTED DRAIN TO SF4

Victoria M Ortega
STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED
PROFESSIONAL ENGINEER
6/6/2019

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

STILLFOREST ZONE
STORM SEWER HYDRAULIC CALCULATIONS

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P - 512.338.1704
F - 512.338.1784
TBPE Firm #6535
www.kfriese.com

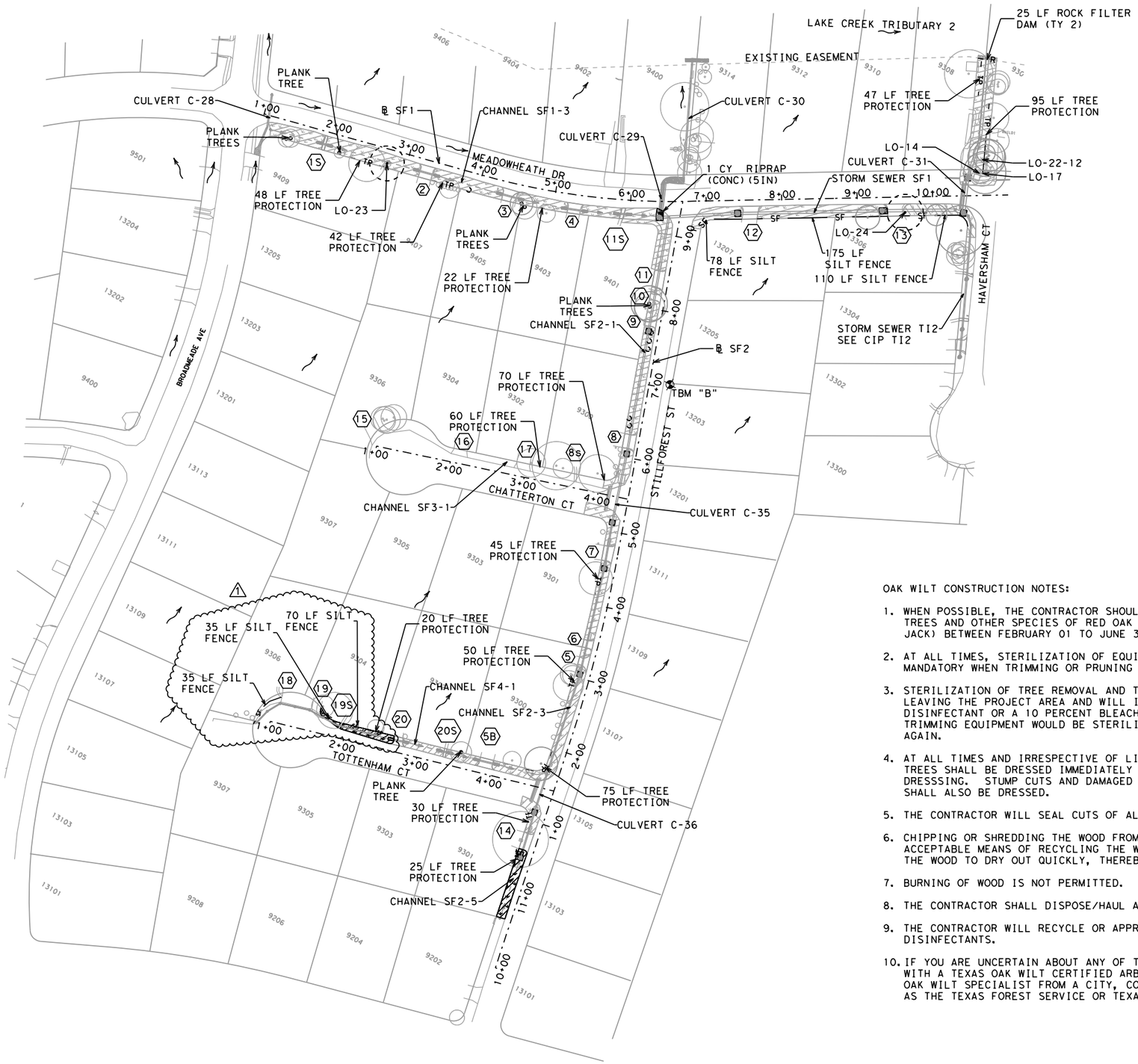
WILLIAMSON COUNTY
1848

SCALE	
DATE	9/01/2017

SHEET NO.
SF21 OF SF22

$SN#OF#$

X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\TottenhamCourt\0300*SF*TH*HYD06.dgn modified by VOrtega on 6/6/2019 - 6:08:31 PM



LEGEND

- EXISTING E.O.P.
- EXISTING PROPERTIES
- EXISTING R.O.W.
- EXISTING EASEMENT
- PROPOSED EASEMENT
- SF SILT FENCE
- RB ROCK FILTER DAM
- TP TREE PROTECTION
- SOIL RETENTION BLANKET
- CONCRETE RIPRAP
- STONE RIPRAP
- TOPSOIL AND SEEDING (4")
- EXISTING TREE/LANDSCAPING
- TREE/LANDSCAPING REMOVAL (XX-YY) (SPECIES-SIZE)
- TREE PROTECTION - PLANK

NOTES:

1. PROVIDE TEMPORARY INLET PROTECTION FOR ALL EXISTING AND PROPOSED CURB INLETS AND AREA INLETS.
2. VEGETATION REMOVAL SHALL BE CONTAINED TO THE CHANNEL BOTTOM. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO REMOVING TREES LARGER THAN 8-INCHES IN DIAMETER WHICH ARE NOT INDICATED FOR REMOVAL ON THE PLANS.
3. ALL AREAS OUTSIDE THE EASEMENTS AND ROW ARE NO WORK AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING A TEMPORARY SPOILS & STAGING AREA. SILT FENCE SHALL BE INSTALLED IMMEDIATELY DOWNSTREAM FOR THE TEMPORARY SPOILS AND STAGING AREAS.

0 75 150

OAK WILT CONSTRUCTION NOTES:

1. WHEN POSSIBLE, THE CONTRACTOR SHOULD AVOID TRIMMING OR PRUNING LIVE OAK TREES AND OTHER SPECIES OF RED OAK (SPANISH, SHUMARD, WATER, AND BLACK JACK) BETWEEN FEBRUARY 01 TO JUNE 30.
2. AT ALL TIMES, STERILIZATION OF EQUIPMENT AND PAINTING WOUNDS ARE MANDATORY WHEN TRIMMING OR PRUNING SUSCEPTIBLE SPECIES.
3. STERILIZATION OF TREE REMOVAL AND TRIMMING EQUIPMENT WILL OCCUR BEFORE LEAVING THE PROJECT AREA AND WILL INVOLVE USING EITHER AEROSOL DISINFECTANT OR A 10 PERCENT BLEACH-WATER SOLUTION. IN ADDITION, THE TRIMMING EQUIPMENT WOULD BE STERILIZED THOROUGHLY BEFORE IT IS USED AGAIN.
4. AT ALL TIMES AND IRRESPECTIVE OF LIMB SIZE, ALL CUTS AND WOUNDS TO OAK TREES SHALL BE DRESSED IMMEDIATELY USING A NON-PHYTOTOXIC TREE WOUND DRESSSING. STUMP CUTS AND DAMAGED ROOTS (BOTH ABOVE AND BELOW GROUND) SHALL ALSO BE DRESSED.
5. THE CONTRACTOR WILL SEAL CUTS OF ALL OAK TREES AND HARD WOOD TREES.
6. CHIPPING OR SHREDDING THE WOOD FROM INFECTED TREES TO USE AS MULCH IS AN ACCEPTABLE MEANS OF RECYCLING THE WOOD. CHIPPING OR SHREDDING ALLOWS THE WOOD TO DRY OUT QUICKLY, THEREBY KILLING THE FUNGUS.
7. BURNING OF WOOD IS NOT PERMITTED.
8. THE CONTRACTOR SHALL DISPOSE/HAUL ALL TRIMMINGS AND LOGS DAILY.
9. THE CONTRACTOR WILL RECYCLE OR APPROPRIATELY DISPOSE OF ALL UNUSED DISINFECTANTS.
10. IF YOU ARE UNCERTAIN ABOUT ANY OF THIS INFORMATION, YOU SHOULD CONSULT WITH A TEXAS OAK WILT CERTIFIED ARBORIST, ISA CERTIFIED ARBORIST, OR AN OAK WILT SPECIALIST FROM A CITY, COUNTY OR STATE GOVERNMENT AGENCY SUCH AS THE TEXAS FOREST SERVICE OR TEXAS AGRILIFE EXTENSION SERVICE.

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	VO	6/6/19	ADD SLOTTED DRAIN TO SF4

Victoria M Ortega
STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED PROFESSIONAL ENGINEER
6/6/2019

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

STILLFOREST ZONE
EROSION AND SEDIMENTATION CONTROL

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704
F – 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

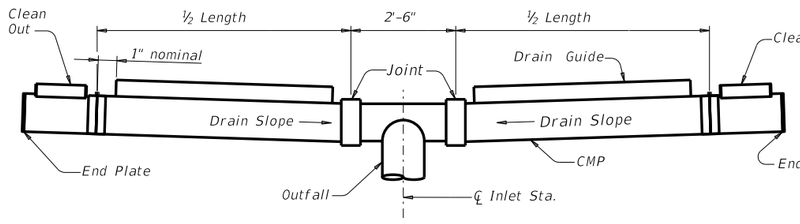
SCALE	1" = 150'
DATE	9/01/2017
SHEET NO.	SF22 OF SF22

$SN#OF#$

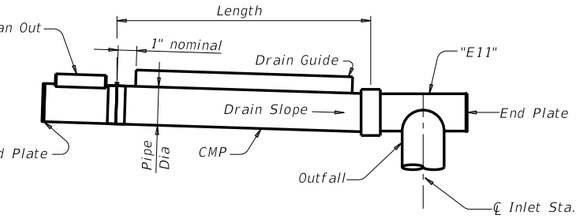
X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\0300*SF*ESC.dgn modified by VOrtega on 6/6/2019 - 6:08:38 PM

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

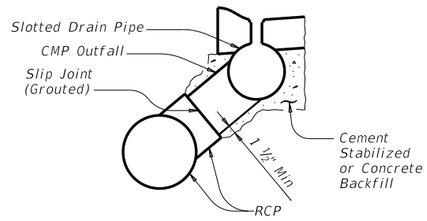
DATE:
FILE:



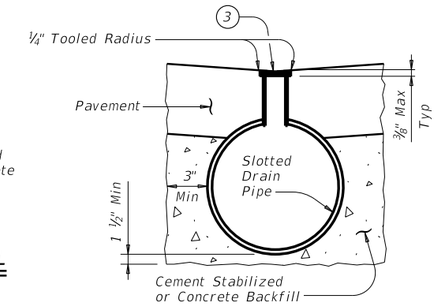
TYPICAL TYPE "T" DRAIN INSTALLATION



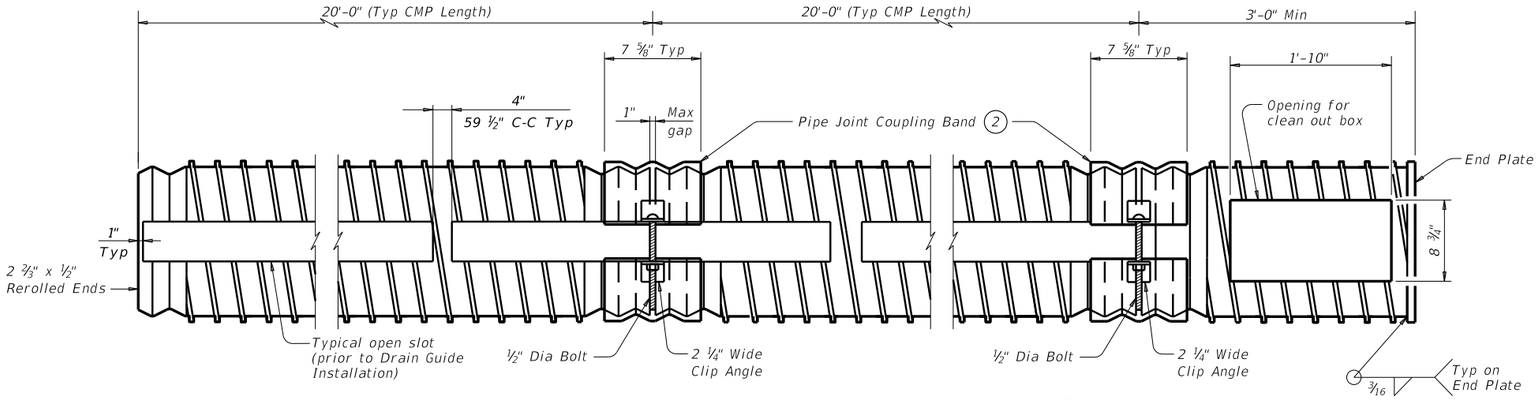
TYPICAL TYPE "L" DRAIN INSTALLATION



BACKFILL DETAIL AT OUTFALL

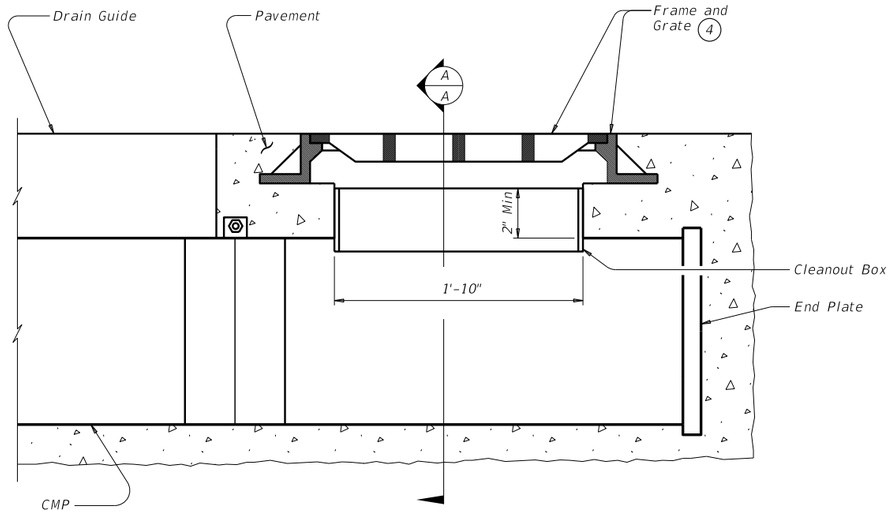


TYPICAL BACKFILL DETAIL

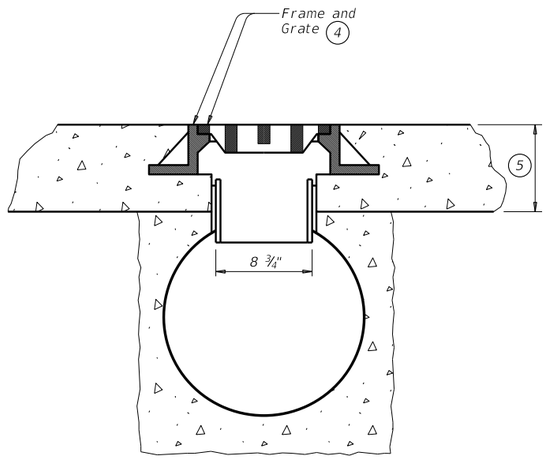


SLOTTED CORRUGATED METAL PIPE (CMP) DETAIL 1

Showing Type IR pipe



CLEAN OUT BOX ELEVATION



SECTION A-A

1. Provide 16 gauge (Min) x 12" to 36" Dia Corrugated Metal Pipe (Type I ~ 2 ⅔" x ½" corrugations or Type IR ~ ¾" x ¾" x 7 ½" corrugations)
2. Alternate methods of joining lengths of pipe, as recommended by the manufacturer, may be used with the approval of the Engineer.
3. Wood Strip (Nom ⅜" Max x 2 ½"). Wood strip may be omitted if suitable protection is provided during pavement placement.
4. Install frame and grate flush with pavement and centered over clean out box.
5. See pavement details for slab thickness.

FABRICATION NOTES:

Provide circular corrugated steel pipe, galvanized or aluminized, in accordance with Item 460, "Corrugated Metal Pipe".

Provide drain guide assemblies conforming to Item 474, "Linear Drains".

Fabricate bearing bars, cross bar spacers, end plates, and clean out boxes from ³⁄₁₆" plate, ASTM A36. Galvanize in accordance with Item 445, "Galvanizing".

Furnish slotted drain in 20'-0" lengths, when practical, to minimize number of joints.

Furnish pedestrian cap when specified in the plans.

INSTALLATION NOTES:

Backfill trenches for slotted drains and outfall pipe with low strength concrete (minimum 2 sacks or cement per cubic yard) or cement stabilized backfill as shown or directed by the Engineer.

Place suitable compressible material in the outfall connection slip joint, to retain grout during curing.

Provide heavy duty frame and grate from one of the following, or approved equal (clear opening 22" x 8 ¾" Min, 25 ½" x 12 Max).

Neenah R-3471
EJ V-4274
USF 4621 frame and 6296 grate

GENERAL NOTES:

Unless otherwise shown on the plans, the Contractor may furnish any of the designs as shown.

Frame and grate is subsidiary to Slotted Drain.

Texas Department of Transportation

Bridge Division Standard

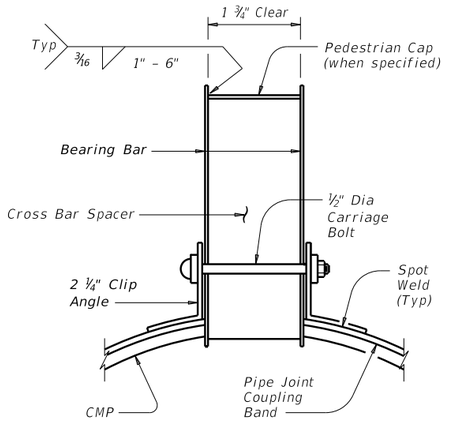
ROADWAY LINEAR DRAIN (SLOTTED DRAIN)

SD

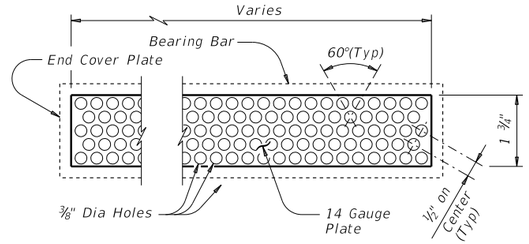
FILE: sdstds01.dgn	DN: TxDOT	CK: TxDOT	DW: DKC	CK: AES
©TxDOT May 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

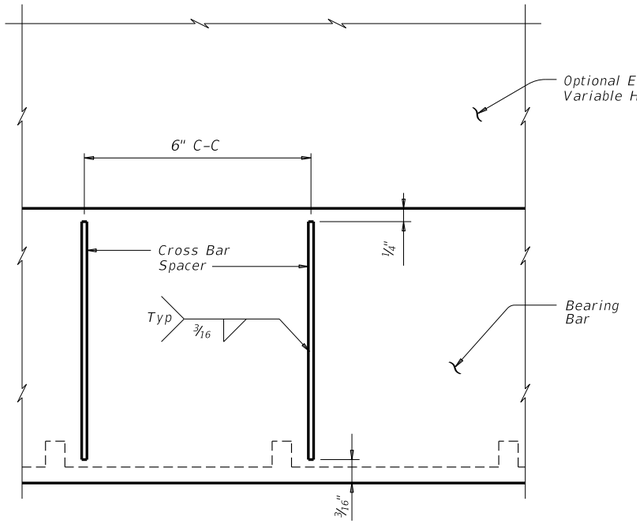
DATE:
FILE:



PIPE JOINT CONNECTION TRANSVERSE SECTION

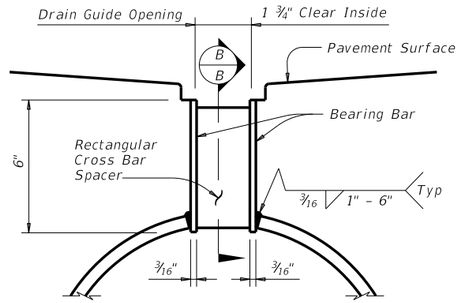


PEDESTRIAN CAP DETAIL



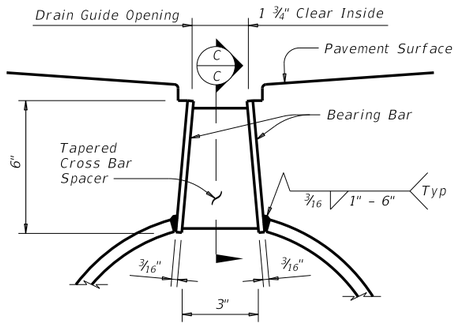
SECTION B-B (WITH RECTANGULAR SPACERS)

Showing Installation of Cross Bar Spacers in Longitudinal Section



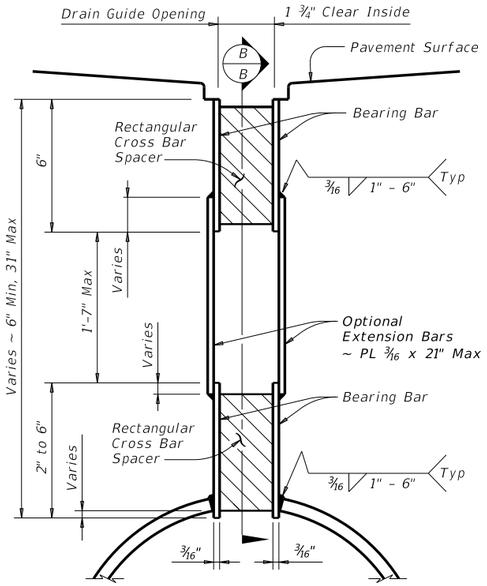
STANDARD HEIGHT

Showing Rectangular Spacers



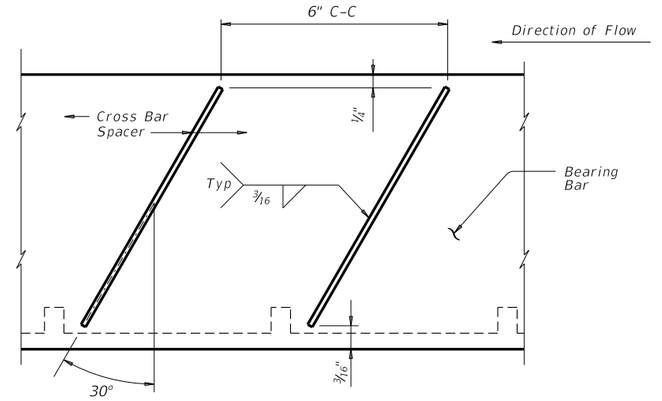
STANDARD HEIGHT

Showing Tapered Spacers



VARIABLE HEIGHT

Showing Rectangular Spacers and Extension



SECTION C-C (WITH TAPERED SPACERS)

Showing Installation of Cross Bar Spacers in Longitudinal Section

TYPICAL SECTIONS THRU DRAIN GUIDE INSTALLATION

SHEET 2 OF 2

Texas Department of Transportation

Bridge Division Standard

ROADWAY LINEAR DRAIN (SLOTTED DRAIN)

SD

FILE: sdstds01.dgn	DN: TxDOT	CK: TxDOT	DW: DKC	CK: AES
©TxDOT May 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 2 **DATE:** 5/7/19

PROJECT: Forest North-Anderson Mill **RESPONSE REQUESTED BY DATE:** 5/14/19

TO: Lance Parisher, P.E. - CobbFendley

REFERENCE: Proposed waterline relocation

PROBLEM:

Can all proposed waterline relocation/installation be removed from the contract due to the current separation distances shown on the attachments? Photo #1 references Sheet C-103. Photo #2 references Sheet C-104. Photo #3 references Sheet C-102 at Station 1+42. Photo #4 references Sheet C-102 at Station 2+25.

RECOMMENDED SOLUTION:

Remove all proposed waterline relocation/installation from the contract due to the existing separation distances shown in the attachments.

Ryan Rivera
Originator

Supervisor

RESPONSE:

AWU agrees that the lines are determined to not be in conflict and so can be removed from the scope of the project.

Lance Parisher, PE
Responder

5/9/2019
Date

Sign, Date & Return to HNTB **via e-mail**.

Mail original to: **NA**

HNTB Corporation
101 E. Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Attachments to RFI:
Cc:

Ryan Rivera

From: Ryan Helm <ryan@qacsi.com>
Sent: Wednesday, May 1, 2019 9:48 AM
To: Ryan Rivera
Cc: 62811_1811-278_ForestNorthAnderson; Eddie R. Church; jose@qacsi.com; lecarrero@landmarkces.com; Clayton Weber; JBarajas@landmarkces.com
Subject: Spacing between Water and Storm

- WATERLINE (EXISTING)
- STORM (PROPOSED)

Good morning,

On pothole 1, Sherbourne and Roxborough:

Bottom of existing waterline - 933.90
Top of proposed Storm- 932.90
Difference - 1'

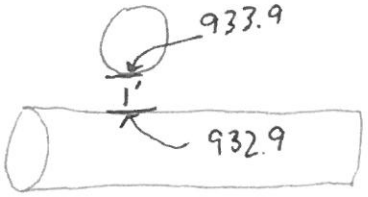


PHOTO #1

On Pothole 2, Alley behind pre school:

Bottom of existing waterline - 929.82
Top of proposed storm- 928.76
Difference- 1.06'

Thanks,

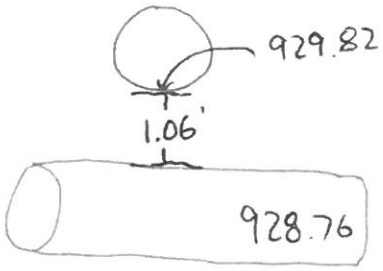


PHOTO #2

Jess Ryan Helm
QA Construction Services inc
Project Manager
C-956-455-7388

Sent from my iPhone

Ryan Rivera

From: Ryan Helm <ryan@qacsi.com>
Sent: Tuesday, April 30, 2019 8:04 AM
To: Ryan Rivera
Cc: 62811_1811-278_ForestNorthAnderson; Eddie R. Church; Luis E. Carrero; Jose Ruiz
Subject: Pre-Construction Elevations

Good morning Ryan,

Below are the existing elevations we found after potholing for the existing waterline and storm lines:

Benchmark used was listed on page 8 of drawings, as a bolt on fire hydrant flange with elevation = 932.07'.

Pothole 1:Waterline, Sherbourne and Roxborough

Trench: 18"x3.5'x4'
T.O.P: 934.60
B.O.P: 933.90

PHOTO #1

Pothole 2: Waterline, Middle of Alley behind Pre-school

Trench: 18"x3.5'x4'
T.O.P: 930.52
B.O.P: 929.82

PHOTO #2

Pothole 3: Waterline, Broadmeade and Roxboroough, between costomers driveways

Trench: 3'x4'x5'
T.O.P: 922.20
B.O.P: 921.50

PHOTO # 3

Pothole 4: Waterline, Dentist office between fence and Asphalt

Trench: 5'x4'x4'
T.O.P: 922.15
B.O.P: 921.45

PHOTO # 4

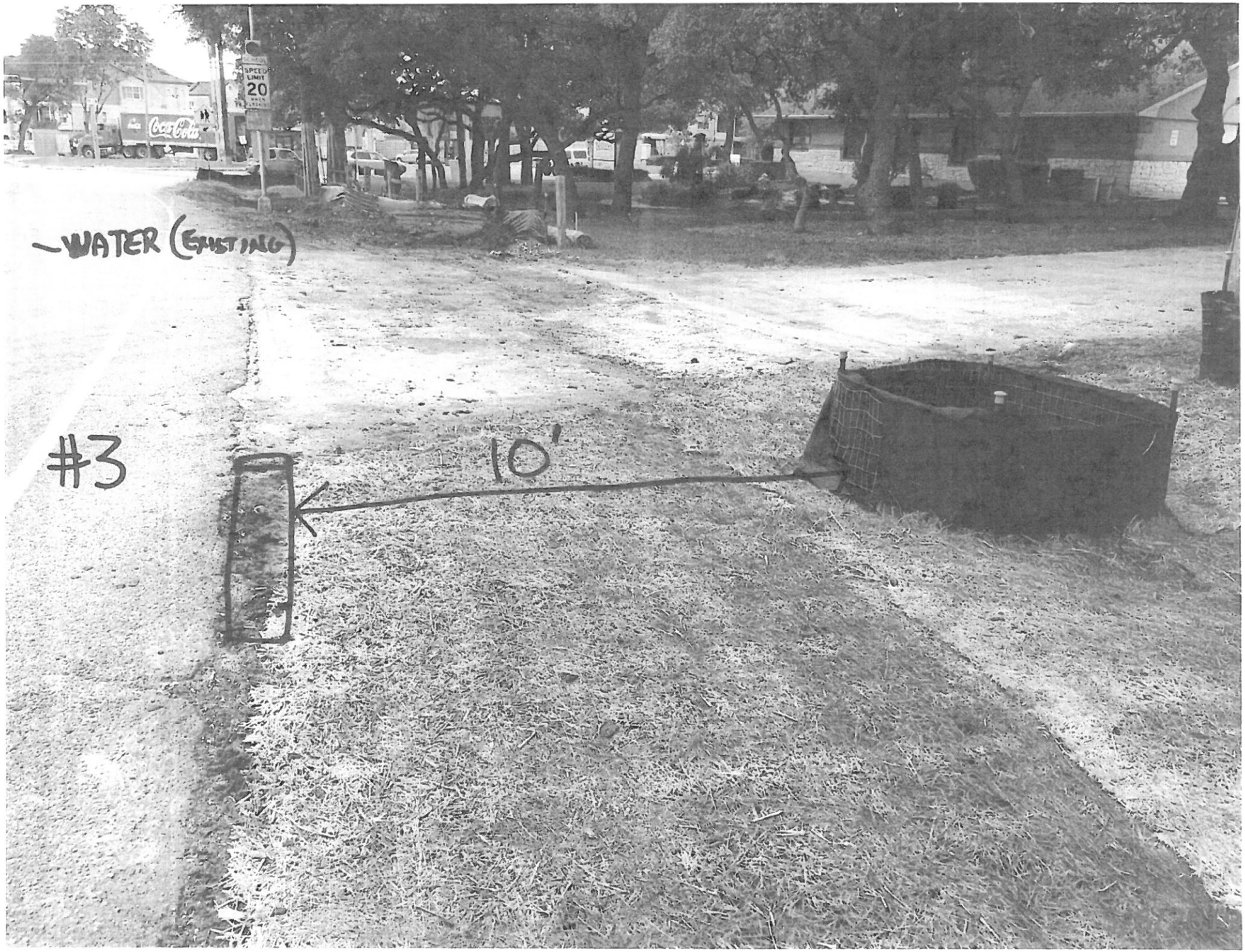
Thanks,

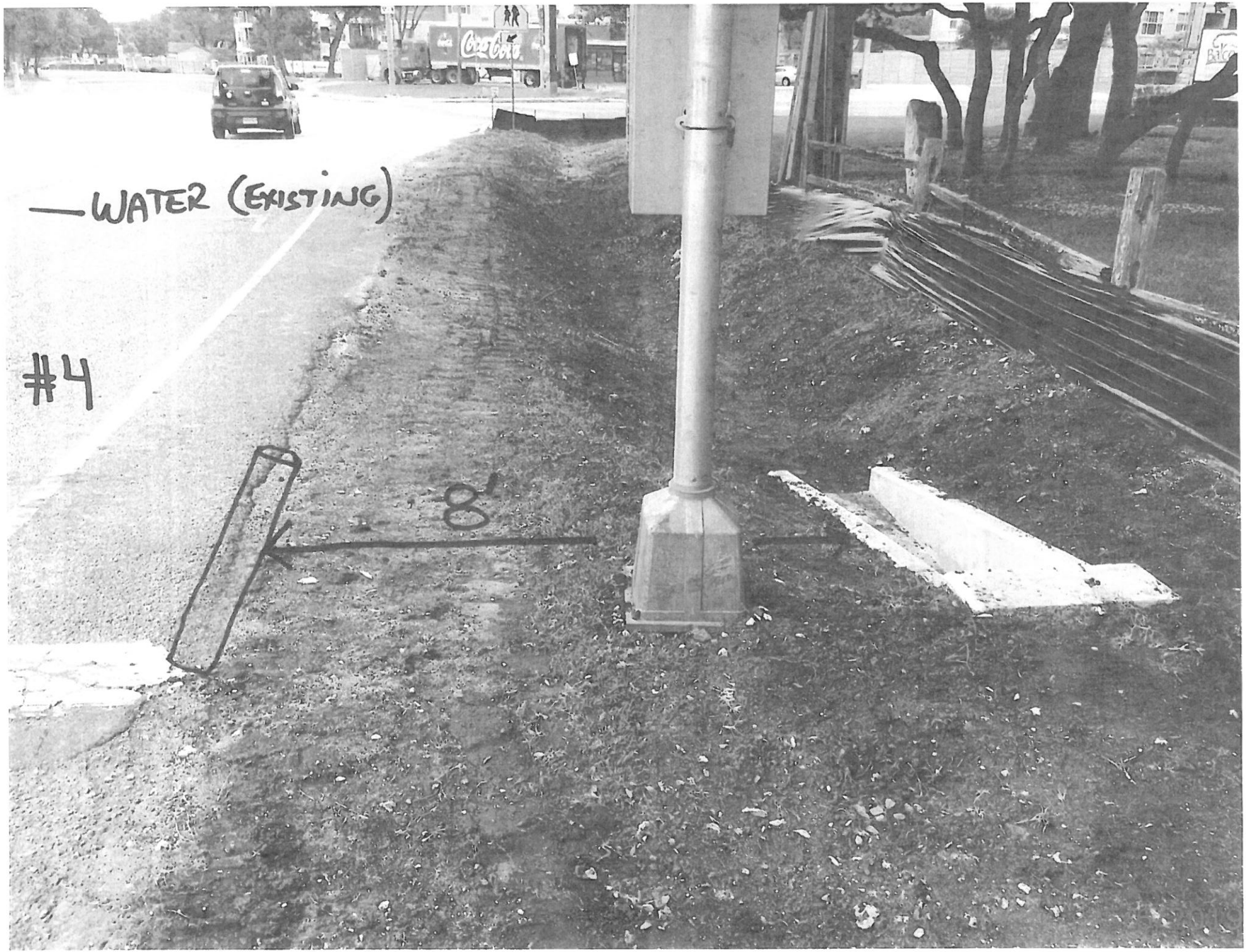
Jess Ryan Helm
QA Construction Services Inc
Project Manager
C-956-455-7388

#1 — WATER (EXISTING) — STORM (PROPOSED)




WATER (EXISTING)
STORM (PROPOSED)
#2
1.06


SPEED LIMIT 20
Coca-Cola
~WATER (EXISTING)
#3
10'


—WATER (EXISTING)
#4
8'

Commissioners Court - Regular Session **55.**

Meeting Date: 09/10/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Schwertner Ranch subdivision - Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Schwertner Ranch subdivision – Precinct 3.

Background

This proposed subdivision consists of 282 residential lots, 7 non-residential lots and 8,844 linear feet of new public roads.

Timeline

2019-04-16 – Initial submittal of preliminary plat
2019-06-03 – 1st review complete with comments
2019-08-01 – 2nd submittal of preliminary plat
2019-08-16 – 2nd review complete with comments
2019-08-21 – 3rd submittal of preliminary plat
2019-08-23 – 3rd review complete with comments
2019-09-03 – 4th submittal of preliminary plat
2019-09-04 – 4th review complete with comments cleared
2019-09-05 – preliminary plat placed on September 10, 2019 Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Schwertner Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:58 AM
Form Started By: Adam Boatright		Started On: 08/22/2019 09:11 AM
Final Approval Date: 09/05/2019		

CURVE TABLE

PHASE 1 LINE TABLE

LINE	BEARING	DISTANCE
L1	N 22°13'12" W	60.00'
L2	N 22°13'12" W	60.00'
L3	N 17°17'29" W	66.64'
L4	N 03°13'37" E	61.40'
L5	N 03°13'37" E	41.81'

PHASE 1 CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	23.56'	21.21'	S 22°46'48" W	90°00'00"
C2	15.00'	23.56'	21.21'	S 67°13'12" E	90°00'00"
C3	15.00'	23.56'	21.21'	N 22°46'36" E	90°00'25"
C4	15.00'	23.56'	21.21'	S 67°13'12" E	90°00'00"
C5	15.00'	23.56'	21.21'	S 67°13'12" E	90°00'00"
C6	15.00'	23.56'	21.21'	N 22°46'48" E	90°00'00"
C7	15.00'	23.56'	21.21'	N 22°46'48" E	90°00'00"
C8	15.00'	23.56'	21.21'	S 67°13'12" E	90°00'00"
C9	15.00'	23.56'	21.21'	N 23°06'55" E	90°00'00"
C10	15.00'	23.56'	21.21'	N 66°53'05" W	90°00'00"
C11	15.00'	23.56'	21.21'	S 23°06'55" W	90°00'00"
C12	15.00'	23.56'	21.21'	N 66°53'05" W	90°00'00"
C13	500.00'	115.20'	114.95'	S 15°37'10" E	13°12'04"
C14	530.00'	12.80'	12.80'	N 21°31'41" W	1°23'01"
C15	530.00'	47.76'	47.75'	N 18°15'16" W	5°09'49"
C16	530.00'	47.76'	47.75'	N 13°05'27" W	5°09'49"
C17	530.00'	13.79'	13.79'	N 09°45'50" W	1°29'25"
C18	470.00'	23.63'	23.62'	S 10°27'32" E	2°52'49"
C19	470.00'	66.59'	66.53'	S 15°57'28" E	8°07'03"
C20	470.00'	18.08'	18.07'	S 21°07'05" E	2°12'13"
C22	50.00'	136.94'	97.98'	S 09°01'08" E	156°55'34"
C24	50.00'	78.54'	70.71'	N 23°06'55" E	90°00'00"
C25	50.00'	78.54'	70.71'	N 66°53'05" W	90°00'00"
C26	15.00'	13.62'	13.16'	N 47°53'41" W	52°01'12"
C27	50.00'	30.58'	30.10'	N 56°23'09" W	35°02'17"
C28	50.00'	46.17'	44.55'	N 12°24'42" W	52°54'37"
C29	50.00'	45.64'	44.07'	N 40°11'29" E	52°17'44"
C30	50.00'	46.95'	45.24'	S 86°45'46" E	53°47'47"
C31	15.00'	10.82'	10.59'	S 80°31'32" E	41°19'20"
C32	15.00'	2.80'	2.80'	N 73°27'52" E	10°41'53"
C33	15.00'	10.53'	10.31'	N 48°00'27" E	40°12'57"
C34	15.00'	3.09'	3.08'	N 21°59'00" E	11°48'15"
C35	50.00'	56.71'	53.72'	N 48°35'13" E	64°59'00"
C36	50.00'	33.98'	33.33'	S 79°27'01" E	38°56'33"
C37	50.00'	48.48'	46.60'	S 32°12'11" E	55°33'07"
C38	50.00'	30.16'	29.71'	S 12°51'15" W	34°33'45"
C39	15.00'	13.62'	13.16'	S 04°07'31" W	52°01'12"
C40	25.00'	39.27'	35.36'	S 66°53'05" E	90°00'00"
C41	25.00'	39.27'	35.36'	N 23°06'55" E	90°00'00"

PHASE 2 LINE TABLE

LINE	BEARING	DISTANCE
L1	S 22°13'12" E	58.34'
L2	S 10°54'36" E	50.99'
L3	S 14°08'07" E	39.87'
L4	N 21°53'05" W	50.00'
L5	N 05°11'07" W	52.20'
L6	N 31°34'23" W	33.90'
L7	N 66°05'05" W	38.59'

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

We, SCHWERTNER FARMS INC, sole owner of the certain 24.41 ACRES tract of land shown hereon and described in a deed recorded in Document # 2011016978, 03/09/2011 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as SCHWERTNER RANCH PRELIMINARY PLAT.

TO CERTIFY WHICH, WITNESS by my hand this ____day of _____, 20___.

Schwertner Farms, Inc.

_____
Jim Schwertner, President

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

This instrument was acknowledged before me on _____, by Weldon Bruce Whitis, in his capacity as President of WBW Development Group, LLC--Series 033, a separate series of WBW Development Group, LLC, a Texas series limited liability company, on behalf of said series.

_____
Name_____
Notary Public, State of Texas

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

I, Luther E. Frobish, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the City of Taylor, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this____ day of 20__.

_____
LUTHER E. FROBISH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6200

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that no portion of this subdivision is contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150E, dated September 26, 2008 for Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this___ day of _____, 20__.

_____
KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF KEITH A. CALDWELL, P.E. 101956 ON 8/2/2019. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

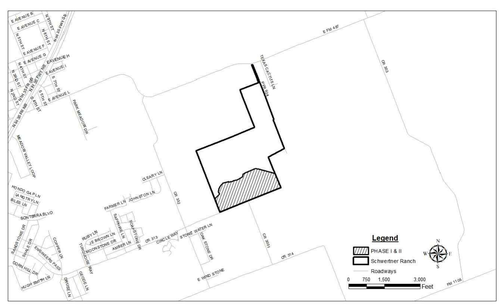
LEGEND

AE	ACCESS EASEMENT
NAE	NON-ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
LMDE	LIMITED MAINTENANCE DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD EASEMENT
UUE	UNDERGROUND UTILITY EASEMENT
●	½" IRON ROD FOUND
	½" IRON ROD W/ CAP MARKED "YALGO 6200" SET
⟋	CHANGE IN BEARING
	SEE GENERAL NOTE 3

Notes:
1. Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
2. Driveways shall only connect to internal platted roadways and not to County Road 313, the adjacent county road.
3. The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.9998522. Grid distance = Ground Distance x CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO 6200", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing N 68° 32' 31" W, 492.74 feet from the most southerly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are N=10269021.77, E=3160972.32 Z=820.52' (NAVD88-Geoid12A).
4. No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
5. Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
6. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
7. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
8. All easements on private property shall be maintained by the property owner or their assigns.
9. This subdivision is not located within the contributing zone of the Edwards Aquifer.
10. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
11. No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
12. No structure or improvement on any lot in this subdivision shall be occupied until connected to a wastewater collection system approved by the Texas Commission on Environmental Quality.
13. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
14. Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
15. All sidewalks are to be maintained by each of the adjacent property owners.
16. All streets are to be dedicated for public use.
17. Lot 62 Block 1 shall be used as an amenities lot and owned and maintained by the Home Owner's Association.
18. Temporary turn arounds shall be provided with the construction of Rearden Boulevard and Ragnar Drive.

Road Table

Name	Design Speed (mph)	Length (ft)	ROW Width (ft)	Pavement Width (ft)	Classification	Designation
Midas Lane	25	470	50	30	Local	Public
Akston Court	25	590	50	30	Local	Public
Rearden Boulevard	35	1060	60	37	Collector	Public
Atwood Loop	25	1547	50	30	Local	Public
Taggart Court	25	3666	50	30	Local	Public
Hammond Drive	25	754	50	30	Local	Public
Ragnar Court	25	757	50	30	Local	Public



LOCATION MAP
N.T.S

PRELIMINARY PLAT OF SCHWERTNER RANCH

BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

No portion of this tract is within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panel for Williamson County, Texas Dated September 26, 2008, panel numbers 48491C0540E and 48491C0545E. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.

PHASE 2 CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	5.10'	5.07'	N 31°57'21" W	19°28'16"
C2	15.00'	8.81'	8.69'	N 58°31'14" W	33°39'29"
C3	60.00'	50.63'	49.14'	S 51°10'30" E	48°21'00"
C4	60.00'	36.93'	36.35'	S 09°22'04" E	35°15'53"
C5	60.00'	35.45'	34.94'	S 25°11'35" W	33°51'24"
C6	60.00'	42.91'	42.00'	S 62°36'32" W	40°58'29"
C7	60.00'	35.45'	34.94'	N 79°58'32" W	33°51'24"
C8	60.00'	35.45'	34.94'	N 46°07'07" W	33°51'24"
C9	60.00'	51.08'	49.55'	N 04°48'00" W	48°46'50"
C10	60.00'	21.33'	21.22'	N 29°46'34" E	20°22'18"
C11	15.00'	16.28'	15.49'	S 08°52'16" W	62°10'55"
C12	15.00'	18.46'	17.32'	N 57°29'03" W	70°31'42"
C13	60.00'	4.28'	4.28'	N 89°17'38" E	4°05'07"
C14	60.00'	67.25'	63.79'	S 56°33'06" E	64°13'25"
C15	60.00'	35.82'	35.29'	S 07°20'07" E	34°12'33"
C16	60.00'	49.43'	48.05'	S 33°22'18" W	47°12'16"
C17	60.00'	35.82'	35.29'	S 74°04'42" W	34°12'33"
C18	60.00'	35.82'	35.29'	N 71°42'44" W	34°12'33"
C19	60.00'	36.62'	36.05'	N 37°07'24" W	34°58'07"
C20	60.00'	42.15'	41.29'	N 00°29'14" E	40°15'09"
C21	15.00'	11.21'	10.95'	S 00°48'12" E	42°50'00"
C22	50.00'	78.54'	70.71'	N 23°06'55" E	90°00'00"
C23	50.00'	77.24'	69.79'	N 22°22'17" E	88°30'43"
C24	225.00'	32.00'	31.97'	S 78°44'46" E	8°08'53"
C25	225.00'	119.98'	118.56'	N 81°54'13" E	30°33'10"
C26	200.00'	184.26'	177.81'	S 48°16'42" E	52°47'15"
C27	180.00'	91.31'	90.33'	S 07°21'09" E	29°03'52"
C28	225.00'	60.27'	60.09'	S 14°12'37" E	15°20'56"
C29	225.00'	60.27'	60.09'	S 14°12'37" E	15°20'56"
C30	180.00'	116.91'	114.86'	S 03°16'42" E	37°12'45"
C31	25.00'	39.27'	35.36'	S 23°06'55" W	90°00'00"
C32	15.00'	13.62'	13.16'	S 85°52'29" E	52°01'15"
C33	50.00'	7.68'	7.67'	S 64°15'51" E	8°47'56"
C34	50.00'	48.00'	46.17'	N 83°50'13" E	54°59'57"
C35	50.00'	33.98'	33.33'	N 36°51'58" E	38°56'33"
C36	50.00'	33.98'	33.33'	N 02°04'35" W	38°56'33"
C37	50.00'	45.69'	44.12'	N 47°43'34" W	52°21'26"
C38	15.00'	11.84'	11.53'	S 51°17'54" E	45°12'47"
C39	15.00'	1.78'	1.78'	S 25°17'18" E	6°48'26"
C40	25.00'	38.62'	34.89'	N 22°22'17" E	88°30'43"
C41	15.00'	12.59'	12.22'	N 49°53'59" W	48°05'26"
C42	50.00'	37.23'	36.37'	S 52°36'54" E	42°39'37"
C43	50.00'	36.73'	35.91'	S 10°14'20" E	42°05'29"
C44	50.00'	33.98'	33.33'	S 30°16'41" W	38°56'33"
C45	50.00'	44.66'	43.19'	S 75°20'11" W	51°10'28"
C46	50.00'	15.50'	15.44'	N 70°11'40" W	17°45'50"
C47	15.00'	14.67'	14.09'	S 89°19'39" E	56°01'48"
C48	200.00'	63.06'	62.80'	S 75°39'36" W	18°03'57"
C49	15.00'	26.83'	23.39'	S 44°03'48" E	102°29'14"
C50	205.00'	54.93'	54.76'	S 00°29'45" E	15°21'06"
C51	205.00'	44.65'	44.57'	S 14°24'43" E	12°28'49"
C52	205.00'	4.41'	4.41'	S 21°16'06" E	1°13'57"
C53	155.00'	78.63'	77.79'	N 07°21'09" W	29°03'52"
C54	200.00'	28.48'	28.46'	S 17°48'19" E	8°09'31"
C55	200.00'	25.10'	25.08'	N 10°07'51" W	7°11'25"
C56	250.00'	7.96'	7.96'	N 07°26'52" W	1°49'27"
C57	250.00'	45.52'	45.45'	S 13°34'33" E	10°25'55"
C58	250.00'	13.50'	13.49'	S 20°20'18" E	3°05'34"
C59	250.00'	36.97'	36.93'	S 10°46'19" E	8°28'21"
C60	250.00'	30.00'	29.99'	N 18°26'47" W	6°52'35"
C61	200.00'	11.98'	11.97'	N 20°10'09" W	3°25'52"
C62	200.00'	41.60'	41.53'	S 12°29'41" E	11°55'04"
C63	15.00'	14.09'	13.57'	S 05°01'03" W	53°48'21"
C64	60.00'	20.64'	20.53'	S 22°04'04" W	19°42'20"
C65	60.00'	50.87'	49.36'	N 12°04'25" W	48°34'37"
C66	60.00'	33.77'	33.32'	S 52°29'04" E	32°14'40"
C67	60.00'	36.87'	36.29'	S 86°12'42" E	35°12'35"
C68	60.00'	40.94'	40.15'	N 56°38'04" E	39°05'54"
C69	60.00'	44.09'	43.11'	N 16°01'59" E	42°06'16"
C70	60.00'	65.28'	62.11'	N 36°11'23" W	62°20'27"
C71	60.00'	16.85'	16.80'	N 75°24'21" W	16°05'30"
C72	15.00'	16.12'	15.35'	N 52°40'05" W	61°34'01"
C73	15.00'	23.56'	21.21'	S 29°40'18" E	89°59'58"
C74	15.00'	23.56'	21.21'	S 60°19'40" W	90°00'01"
C75	205.00'	50.94'	50.81'	S 08°12'33" W	14°14'15"
C76	205.00'	44.41'	44.32'	S 05°06'54" E	12°24'40"
C77	205.00'	37.80'	37.74'	S 16°36'09" E	10°33'51"
C78	155.00'	18.93'	18.92'	N 18°23'07" W	6°59'56"
C79	155.00'	81.74'	80.79'	S 00°13'16" W	30°12'49"
C80	175.00'	80.82'	80.10'	S 61°26'31" E	26°27'36"
C81	175.00'	80.41'	79.71'	S 35°02'54" E	26°19'38"
C82	225.00'	26.12'	26.11'	S 71°20'45" E	6°39'09"
C83	225.00'	54.08'	53.95'	S 61°08'03" E	13°46'15"
C84	225.00'	45.08'	45.00'	S 48°30'35" E	11°28'42"
C85	225.00'	45.08'	45.00'	S 37°01'53" E	11°28'42"
C86	225.00'	36.94'	36.90'	N 26°35'18" W	9°24'27"
C87	15.00'	16.28'	15.49'	N 09°12'23" E	62°10'55"
C88	60.00'	39.11'	38.42'	N 21°37'18" E	37°21'03"
C89	60.00'	47.48'	46.25'	N 19°43'27" W	45°20'26"
C90	60.00'	39.53'	38.82'	N 61°16'15" W	37°45'11"
C91	60.00'	35.82'	35.29'	N 82°44'53" E	34°12'33"
C92	60.00'	35.82'	35.29'	S 48°32'19" W	34°12'33"
C93	60.00'	37.94'	37.31'	S 13°19'03" W	36°13'59"
C94	60.00'	49.31'	47.93'	S 28°20'31" E	47°05'08"
C95	60.00'	24.22'	24.06'	S 63°26'59" E	23°07'49"
C96	15.00'	13.91'	13.42'	S 48°26'59" E	53°07'46"

REV.	DESCRIPTION	DATE	BY
2	UPDATE LOT COUNT FOR ENLARGED DETENTION POND	9/03/19	KAC
1	ORIGINAL RELEASE	4/16/2019	BTW

PROJECT NUMBER: SW01
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 108
APPROVED BY: KAC
CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW

PROJECT INFORMATION
TOTAL SIZE: 61.89 ACRES
TOTAL BLOCKS: 5
TOTAL RESIDENTIAL LOTS: 282
TOTAL NON-RESIDENTIAL: 7

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing
N 68°32'31" E, 492.74 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
Schwertner Farms, Inc.
4651 FM 487
Schwertner, TX 76573
254-527-3342
jimschwertner1@gmail.com

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

SURVEYOR INFORMATION
LUTHER E. FROBISH, R.P.L.S.
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

PRELIMINARY PLAT OF
SCHWERTNER RANCH
WILLIAMSON COUNTY, TEXAS

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

SHEET 1 OF 3



REV.	DESCRIPTION	DATE	BY
2	UPDATE LOT COUNT FOR ENLARGED DETENTION POND	9/03/19	KAC
1	ORIGINAL RELEASE	4/16/2019	BTW

PROJECT NUMBER: SW01	CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 108
APPROVED BY: KAC	CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 61.89 ACRES
TOTAL BLOCKS: 5
TOTAL RESIDENTIAL LOTS: 282
TOTAL NON-RESIDENTIAL: 7

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing N 68°32'31" E, 492.74 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3166972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION

Schwertner Farms, Inc.
4651 FM 487
Schwertner, TX 76573
254-527-3342
jimschwertner1@gmail.com

ENGINEER INFORMATION

KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

SURVEYOR INFORMATION

LUTHER E. FROBISH, R.P.L.S.
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

GRAPHIC SCALE
0 100' 200' 300'
0 1" 2" 3"
IN FEET

PRELIMINARY PLAT OF SCHWERTNER RANCH WILLIAMSON COUNTY, TEXAS

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm F-10264

Texas Registered Surveying Firm 10194095

SHEET 2 OF 3

N 67°27'40" E 22.34'
S 67°21'43" E 10.14'
N 21°29'02" W 781.31'
S 21°14'13" E 2459.32'
S 68°23'00" W 15.12'
S 21°00'42" E 34.20'
S 21°22'05" E 1249.68'
S 21°57'29" W 1174.70'
S 21°53'53" E 470.07'
S 25°43'30" E 158.49'
S 22°24'20" E 766.38'
N 68°30'55" E 1930.64'
N 67°46'48" E 813.83'
N 68°53'41" E 836.54'
N 21°15'21" W 278.81'
N 21°04'36" W 1415.20'
N 67°27'42" E 1122.62'
N 68°53'20" E 65.38'
N 68°53'20" E 1453.48'
N 21°22'40" W 2773.49'
S 68°53'20" W 1519.86'
N 21°06'40" W 1322.70'
N 68°53'20" E 1519.86'
S 68°53'20" W 1453.48'
S 21°04'36" E 1415.20'
S 21°15'21" E 278.81'
S 21°29'02" E 781.31'
N 68°30'55" W 1930.64'
S 67°21'43" W 10.14'
S 67°27'40" W 22.34'
N 21°22'40" E 2773.49'
S 68°53'20" E 1519.86'
N 21°00'42" W 34.20'
N 68°23'00" E 15.12'
N 21°22'05" W 1249.68'
N 21°53'53" W 470.07'
N 25°43'30" W 158.49'
N 22°24'20" W 766.38'
S 21°14'13" W 2459.32'
S 21°57'29" E 1174.70'
S 67°46'48" W 813.83'
S 68°30'55" W 1930.64'
S 21°06'40" E 1322.70'
N 68°53'20" E 1453.48'
S 68°53'20" W 1453.48'
N 21°04'36" E 1415.20'
N 21°15'21" E 278.81'
N 21°29'02" E 781.31'
S 68°53'41" W 836.54'
S 67°27'40" W 22.34'
S 67°21'43" W 10.14'
N 21°14'13" E 2459.32'
S 68°23'00" W 15.12'
S 21°00'42" E 34.20'
S 21°22'05" E 1249.68'
S 21°57'29" W 1174.70'
S 21°53'53" E 470.07'
S 25°43'30" E 158.49'
S 22°24'20" E 766.38'
N 68°30'55" E 1930.64'
N 67°46'48" E 813.83'
N 68°53'41" E 836.54'
N 21°15'21" W 278.81'
N 21°04'36" W 1415.20'
N 67°27'42" E 1122.62'
N 68°53'20" E 65.38'
N 68°53'20" E 1453.48'
N 21°22'40" W 2773.49'
S 68°53'20" W 1519.86'
N 21°06'40" W 1322.70'
N 68°53'20" E 1519.86'
S 68°53'20" W 1453.48'
S 21°04'36" E 1415.20'
S 21°15'21" E 278.81'
S 21°29'02" E 781.31'
N 68°30'55" W 1930.64'
S 67°21'43" W 10.14'
S 67°27'40" W 22.34

Commissioners Court - Regular Session **56.**

Meeting Date: 09/10/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Cool Water subdivision – Pct 3

Submitted For:	Terron Evertson	**Submitted By:**	Adam Boatright, Infrastructure
Department:	Infrastructure	**Division:**	Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Cool Water subdivision – Precinct 3.

Background

This proposed subdivision consists of 1,546 single family lots, 5 drainage/open space lots, 1 open space lot, 5 right-of-way reserves, 16 landscape lots and 46,337 linear feet of new public roads.

Timeline

2018-10-19 – Initial submittal of preliminary plat
2018-12-18 – 1st review complete with comments
2019-04-16 – 2nd submittal of preliminary plat
2019-06-07 – 2nd review complete with comments
2019-06-25 – 3rd submittal of preliminary plat
2019-08-05 – 3rd review complete with comments
2019-08-21 – meeting with applicant to discuss remaining comments
2019-08-27 – 4th submittal of preliminary plat
2019-09-04 – 4th review complete and comments cleared
2019-09-05 – preliminary plat placed on September 10, 2019 Court agenda for consideration

Fiscal Impact

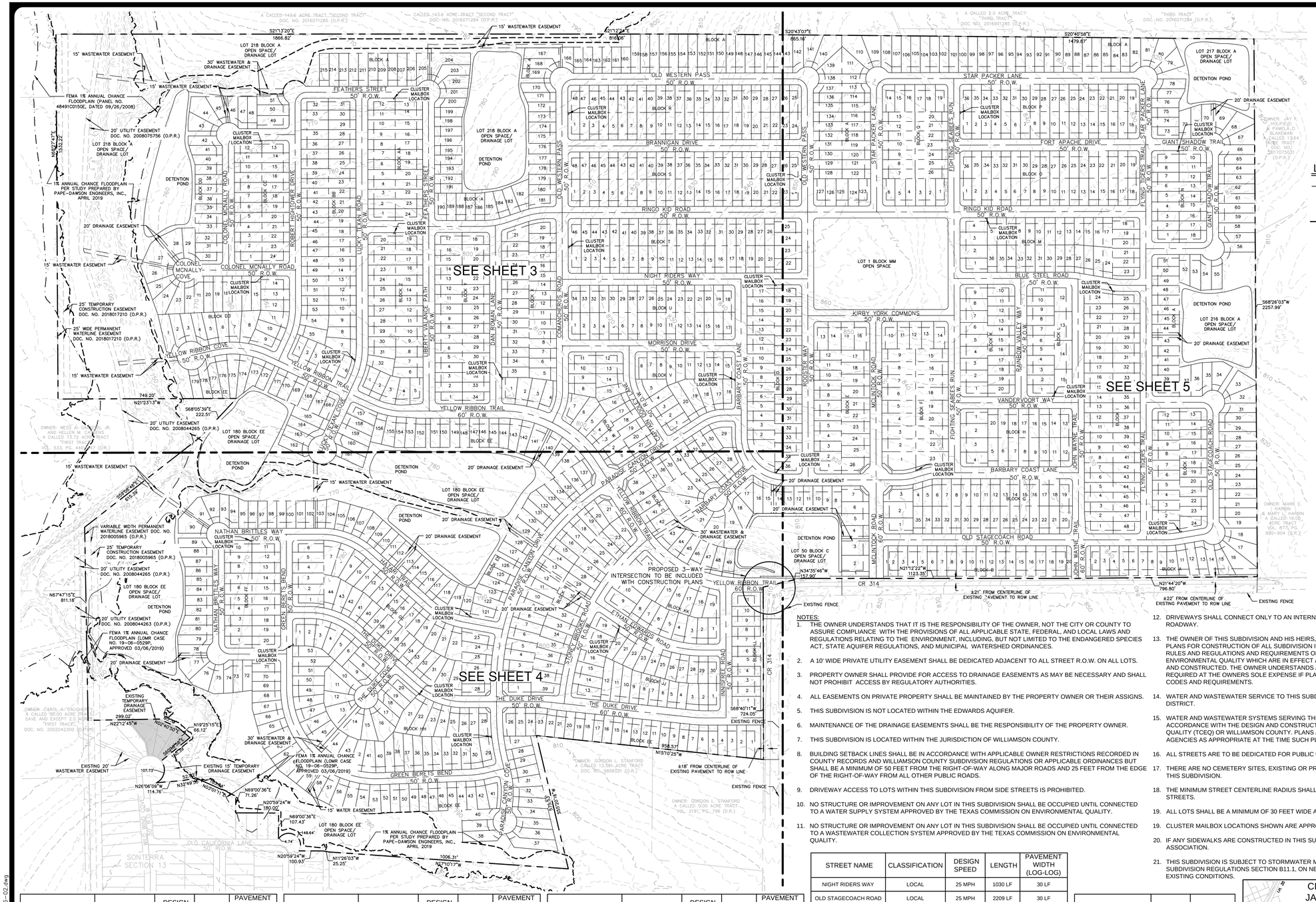
From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Cool Water

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:58 AM
Form Started By: Adam Boatright		Started On: 09/04/2019 10:14 PM
Final Approval Date: 09/05/2019		



LEGEND

- FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0150E, DATED 09/26/2008 & LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., APRIL 2019

LEGAL DESCRIPTION:

316.87 ACRES OUT OF THE
G. SCHNEIDER SURVEY, ABSTRACT #580,
THE WILLIAM BRYAN SURVEY, SECTION #13,
ABSTRACT #108, AND THE WILLIAM ADAMS
SURVEY, SECTION #18, ABSTRACT #34
WILLIAMSON COUNTY, TEXAS

OWNER / SUBDIVIDER:

RVEST LP/ COOL WATER PARTNERS, LP
3939 BEE CAVE RD.
BUILDING C-100
AUSTIN, TEXAS 78746
PHONE: (512) 368-4000
EMAIL: ATBILGER@ICLOUD.COM

ENGINEER:

PAPE-DAWSON ENGINEERS, INC.
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 454-8711
FAX: (512) 459-8867
EMAIL: MFISHER@PAPE-DAWSON.COM

SURVEYOR:

PAPE-DAWSON ENGINEERS, INC.
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE (512) 454-8711

NOTES:

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. A 10' WIDE PRIVATE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
3. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
5. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER.
6. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
7. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
8. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS OR APPLICABLE ORDINANCES BUT SHALL BE A MINIMUM OF 50 FEET FROM THE RIGHT-OF-WAY ALONG MAJOR ROADS AND 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY FROM ALL OTHER PUBLIC ROADS.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
11. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
12. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 314 OR FUTURE ARTERIAL ROADWAY.
13. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
14. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
15. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
16. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
17. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
18. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET FOR LOCAL STREETS AND 450 FEET FOR COLLECTOR STREETS.
19. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
19. CLUSTER MAILBOX LOCATIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.
20. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
21. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	PAVEMENT WIDTH (LOG-LOG)
YELLOW RIBBON TRAIL	MAJOR COLLECTOR	35 MPH	835 LF	45 LF
THE DUKE DRIVE	COLLECTOR	35 MPH	840 LF	37 LF
JOHN WAYNE TRAIL	COLLECTOR	35 MPH	161 LF	37 LF
MCLINTOCK ROAD	COLLECTOR	35 MPH	414 LF	37 LF
YELLOW RIBBON TRAIL	COLLECTOR	35 MPH	875 LF	37 LF
BARBARY COAST LANE	LOCAL	25 MPH	2186 LF	30 LF
BARBARY COAST COVE	LOCAL	25 MPH	210 LF	30 LF
BLUE STEEL ROAD	LOCAL	25 MPH	807 LF	30 LF
BRANNIGAN DRIVE	LOCAL	25 MPH	1030 LF	30 LF
CAPTAIN DOOLEY LANE	LOCAL	25 MPH	459 LF	30 LF
COLONEL MCNALLY COVE	LOCAL	25 MPH	184 LF	30 LF

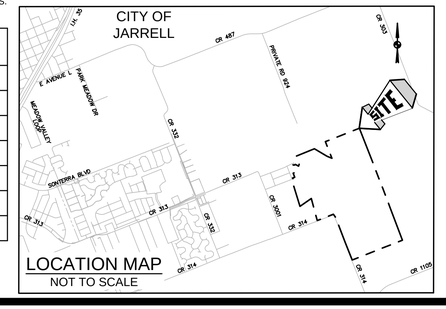
STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	PAVEMENT WIDTH (LOG-LOG)
COLONEL MCNALLY ROAD	LOCAL	25 MPH	1108 LF	30 LF
COMANCHEROS ROAD	LOCAL	25 MPH	890 LF	30 LF
DAN ROMAN LANE	LOCAL	25 MPH	779 LF	30 LF
THE DUKE COVE	LOCAL	25 MPH	190 LF	30 LF
THE DUKE DRIVE	LOCAL	25 MPH	1287 LF	30 LF
ETHAN EDWARDS ROAD	LOCAL	25 MPH	601 LF	30 LF
FEATHERS STREET	LOCAL	25 MPH	1260 LF	30 LF
FIGHTING SEABEES RUN	LOCAL	25 MPH	1656 LF	30 LF
FLYING TIGERS TRAIL	LOCAL	25 MPH	1659 LF	30 LF
FORT APACHE DRIVE	LOCAL	25 MPH	805 LF	30 LF
GIANT SHADOW TRAIL	LOCAL	25 MPH	453 LF	30 LF

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	PAVEMENT WIDTH (LOG-LOG)
GREEN BERETS BEND	LOCAL	25 MPH	1781 LF	30 LF
HATARI TRAIL	LOCAL	25 MPH	1033 LF	30 LF
INNISFREE ROAD	LOCAL	25 MPH	561 LF	30 LF
JOHN WAYNE TRAIL	LOCAL	25 MPH	1096 LF	30 LF
KIRBY YORK COMMONS	LOCAL	25 MPH	614 LF	30 LF
LIBERTY VALANCE PATH	LOCAL	25 MPH	775 LF	30 LF
LUCKY TEXAN COVE	LOCAL	25 MPH	262 LF	30 LF
LUCKY TEXAN ROAD	LOCAL	25 MPH	1275 LF	30 LF
MCLINTOCK ROAD	LOCAL	25 MPH	690 LF	37 LF
MORRISON DRIVE	LOCAL	25 MPH	750 LF	30 LF
NATHAN BRITTLES WAY	LOCAL	25 MPH	1030 LF	30 LF

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	PAVEMENT WIDTH (LOG-LOG)
NIGHT RIDERS WAY	LOCAL	25 MPH	1030 LF	30 LF
OLD STAGECOACH ROAD	LOCAL	25 MPH	2209 LF	30 LF
OLD WESTERN PASS	LOCAL	25 MPH	2108 LF	30 LF
PARADISE CANYON COVE	LOCAL	25 MPH	225 LF	30 LF
PARADISE CANYON DRIVE	LOCAL	25 MPH	2005 LF	30 LF
RAINBOW VALLEY WAY	LOCAL	25 MPH	522 LF	30 LF
RINGO KID ROAD	LOCAL	25 MPH	3297 LF	30 LF
ROBERT HIGHTOWER DRIVE	LOCAL	25 MPH	964 LF	30 LF
ROOSTER WAY	LOCAL	25 MPH	1125 LF	30 LF
STAR PACKER LANE	LOCAL	25 MPH	1927 LF	30 LF
STONEY BROOK ROAD	LOCAL	25 MPH	793 LF	30 LF
VANDERVOORT WAY	LOCAL	25 MPH	520 LF	30 LF
YELLOW RIBBON COVE	LOCAL	25 MPH	379 LF	30 LF
YELLOW RIBBON TRAIL	LOCAL	25 MPH	677 LF	30 LF

LAND USE SUMMARY	LOTS	ACRES
SINGLE FAMILY LOTS	1546 LOTS	191.15 AC
RIGHT-OF-WAY	-	55.62 AC
DRAINAGE/OPEN SPACE	5 LOTS	64.20 AC
OPEN SPACE	1 LOT	4.98 AC
LANDSCAPE	16 LOTS	0.41AC
ROW RESERVE	5 LOTS	0.51 AC
TOTAL	-	316.87 AC

NOTE: ALL STREETS ARE CLASSIFIED AS PUBLIC AND URBAN.



NO.	REVISION	DATE

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 ON 08/27/2019. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES, PER T.E.P.A. 137.33(e)

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512-454-8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

COOL WATER
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT OVERALL SHEET 1 OF 4

CITY NO. _____
JOB NO. 51006-02
DATE APR 2019
DESIGNER EV,SW
CHECKED JF DRAWN EV,SW
SHEET 2 OF 15

Date: Aug 27, 2019, 11:41am User ID: EGold
File: H:\Projects\3510\06\02\212 Preliminary\Civil\PPS1006-02.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

OWNER: LOUIS STRAKA, JR. & LOUISE STRAKA (679)
A CALLED 143.6 ACRE TRACT "SECOND TRACT"
DOC. NO. 2016071285 (O.P.R.)

OWNER: ANNIE STRAKA HYZAK (5335) A CALLED 143.6
ACRE TRACT "SECOND TRACT"
DOC. NO. 2016071284 (O.P.R.)

15' WASTEWATER EASEMENT

LOT 218 BLOCK A
OPEN SPACE/
DRAINAGE LOT

30' WASTEWATER &
DRAINAGE EASEMENT

20' UTILITY EASEMENT
DOC. NO. 2008075756 (O.P.R.)

LOT 218 BLOCK A
OPEN SPACE/
DRAINAGE LOT

DETENTION POND

1% ANNUAL CHANCE
FLOODPLAIN (DEVELOPED
CONDITIONS) PER STUDY
PREPARED BY
PAPE-DAWSON ENGINEERS,
INC., APRIL 2019

20' DRAINAGE EASEMENT

15' WASTEWATER
EASEMENT

25' WIDE PERMANENT
WATERLINE EASEMENT
DOC. NO. 2018017210
(O.P.R.)

25' TEMPORARY
CONSTRUCTION EASEMENT
DOC. NO. 2018017210 (O.P.R.)

FEMA 1% ANNUAL CHANCE
FLOODPLAIN (PANEL NO.
48491C0150E, DATED
09/26/2008)

15' WASTEWATER
EASEMENT

20' UTILITY EASEMENT
DOC. NO. 2008044265 (O.P.R.)

OWNER: JESS A. HASENS, JR.
AND HELEN M. HASSENS
A CALLED 1.0 ACRE TRACT
"FIRST TRACT"
VOL. 533, PG. 447 (D.R.)

DETENTION POND

LOT 180 BLOCK EE
OPEN SPACE/
DRAINAGE LOT

COLONEL MCNALLY ROAD
50' R.O.W.

COLONEL
MCNALLY
COVE

FEATHERS STREET
50' R.O.W.

ROBERT HIGHTOWER DRIVE
50' R.O.W.

LUCKY TEXAN ROAD
50' R.O.W.

LUCKY TEXAN COVE
50' R.O.W.

YELLOW RIBBON COVE
50' R.O.W.

YELLOW RIBBON TRAIL
50' R.O.W.
60' R.O.W.

LIBERTY VALANCE PATH
50' R.O.W.

DAN ROMAN LANE
50' R.O.W.

OLD WESTERN PASS
50' R.O.W.

BRANNIGAN DRIVE
50' R.O.W.

RINGO KID ROAD
50' R.O.W.

NIGHT RIDERS WAY
50' R.O.W.

MORRISON DRIVE
50' R.O.W.

COMANCHEROS ROAD
50' R.O.W.

CAPTAIN COCKLE LANE
50' R.O.W.

BARBARY COAST LANE
50' R.O.W.

BLOCK A
BLOCK AA
BLOCK BB
BLOCK CC
BLOCK DD
BLOCK EE
BLOCK Z
BLOCK Y
BLOCK X
BLOCK R
BLOCK S
BLOCK T
BLOCK U
BLOCK V
BLOCK W

CLUSTER MAILBOX LOCATION

MATCHLINE - SEE SHEET 5

MATCHLINE - SEE SHEET 4

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	50.00'	090°00'00"	S66°19'49"E	70.71'	78.54'
C2	50.00'	090°00'00"	S66°19'49"E	70.71'	78.54'
C3	50.00'	090°00'00"	S23°40'11"W	70.71'	78.54'
C4	300.00'	018°29'28"	S30°34'33"E	96.40'	96.82'
C5	300.00'	018°29'28"	S30°34'33"E	96.40'	96.82'
C6	50.00'	090°00'00"	N66°19'49"W	70.71'	78.54'
C7	350.00'	037°51'39"	N15°23'30"W	227.09'	231.28'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C8	300.00'	024°52'09"	N81°06'16"E	129.19'	130.21'
C9	300.00'	025°07'16"	N81°13'49"E	130.48'	131.53'
C10	300.00'	024°52'09"	S08°53'44"E	129.19'	130.21'
C11	470.00'	057°08'43"	N07°14'33"E	449.58'	468.77'
C12	200.00'	025°53'49"	N81°37'05"E	89.63'	90.40'
C13	200.00'	032°51'17"	S52°14'33"W	113.12'	114.68'
C14	180.00'	032°51'17"	N37°45'27"W	101.81'	103.22'

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0150E, DATED 09/26/2008 & LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)

1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., APRIL 2019

NO.	REVISION	DATE

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 ON 08/27/2019. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES, PER T.E.P.A. 137.33(e)

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

COOL WATER
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT
SHEET 2 OF 4

CITY NO. ____
JOB NO. 51006-02
DATE APR 2019
DESIGNER EV,SW
CHECKED JF DRAWN EV,SW

SHEET 3 OF 15

Date: Aug 27, 2019, 11:41am User ID: EGold
File: H:\Projects\510\06\02\212 Preliminary\Civil\PP51006-02.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 5

FEMA 1% ANNUAL CHANCE FLOODPLAIN (PANEL NO. 48491C0150E, DATED 09/26/2008)

VARIABLE WIDTH PERMANENT WATERLINE EASEMENT DOC. NO. 2018005965 (O.P.R.)

25' TEMPORARY CONSTRUCTION EASEMENT DOC. NO. 2018005965 (O.P.R.)

20' UTILITY EASEMENT DOC. NO. 2008044265 (O.P.R.)

20' UTILITY EASEMENT DOC. NO. 2008044263 (O.P.R.)

FEMA 1% ANNUAL CHANCE FLOODPLAIN (LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)

20' DRAINAGE EASEMENT

EXISTING TEMPORARY DRAINAGE EASEMENT

EXISTING 20' WASTEWATER EASEMENT

EXISTING 15' TEMPORARY DRAINAGE EASEMENT

FEMA 1% ANNUAL CHANCE FLOODPLAIN (LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)

15' WATER EASEMENT

15' WASTEWATER EASEMENT

DETENTION POND

LOT 180 BLOCK EE OPEN SPACE/ DRAINAGE LOT

1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., APRIL 2019

30' WASTEWATER & DRAINAGE EASEMENT

NATHAN BRITTLES WAY 50' R.O.W.

GREEN BERETS BEND 50' R.O.W.

THE DUKE COVE 50' R.O.W.

THE DUKE DRIVE 50' R.O.W.

PARADISE CANYON DRIVE 50' R.O.W.

STONEY BROOKE ROAD 50' R.O.W.

ETHAN EDWARDS ROAD 50' R.O.W.

INNISFREE ROAD 50' R.O.W.

BARBARY COAST COVE 50' R.O.W.

YELLOW RIBBON TRAIL 60' R.O.W.

OLD CALIFORNIA LANE 50' R.O.W.

WILD WIND COVE 50' R.O.W.

CR 314

PROPOSED 3-WAY INTERSECTION TO BE INCLUDED WITH CONSTRUCTION PLANS

EXISTING FENCE

±18' FROM CENTERLINE OF EXISTING PAVEMENT TO ROW LINE

LANDSCAPE LOT

BLOCK FF

BLOCK GG

BLOCK HH

BLOCK EE

BLOCK KK

BLOCK JJ

BLOCK LL

BLOCK C

LOT 12 BLOCK M ROW RESERVE

LOT 181 BLOCK FF ROW RESERVE

CLUSTER MAILBOX LOCATION

SONTERRA SECTION 13

OWNER: GORDON L. STANFORD A CALLED 53.581 ACRE TRACT DOC. NO. 9856521 (O.P.R.)

OWNER: GORDON L. STANFORD A CALLED 5.00 ACRE TRACT VOL. 2191, PG. 196 (D.R.)

JANE CAROL A. DAUGHERTY A CALLED 50.00 ACRE TRACT SAVE AND EXCEPT 2.2 ACRES "FIRST TRACT" DOC. NO. 2002042300 (O.P.R.)

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C15	1000.00'	057°08'43"	N82°45'27"W	956.55'	997.37'
C16	500.00'	057°08'43"	S07°14'33"W	478.27'	498.69'
C17	500.00'	034°21'15"	S04°09'12"E	295.33'	299.80'
C18	500.00'	006°09'24"	S18°15'07"E	53.70'	53.73'
C19	1000.00'	043°30'32"	N83°25'09"W	741.26'	759.37'
C20	500.00'	006°09'24"	N18°15'07"W	53.70'	53.73'
C21	300.00'	018°31'59"	N64°36'15"E	96.62'	97.04'
C22	800.00'	013°19'55"	S62°00'13"W	185.73'	186.15'
C23	300.00'	041°47'18"	S00°26'10"E	213.99'	218.80'
C24	300.00'	031°07'08"	S04°53'55"W	160.94'	162.94'
C25	300.00'	011°10'40"	N29°04'24"W	58.43'	58.53'
C26	375.00'	092°09'15"	N22°35'34"E	540.21'	603.15'
C27	300.00'	041°47'18"	S00°26'10"E	213.99'	218.80'
C28	300.00'	041°47'18"	S00°26'10"E	213.99'	218.80'
C29	50.00'	090°00'00"	N23°40'11"E	70.71'	78.54'
C30	50.00'	090°00'00"	S66°19'49"E	70.71'	78.54'
C31	180.00'	090°00'00"	S23°40'11"W	254.56'	282.74'

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0150E, DATED 09/26/2008 & LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)

1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., APRIL 2019

NO.	REVISION	DATE

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 ON 08/27/2019. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES, PER T.E.P.A. 137.33(e)

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

COOL WATER
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT
SHEET 3 OF 4

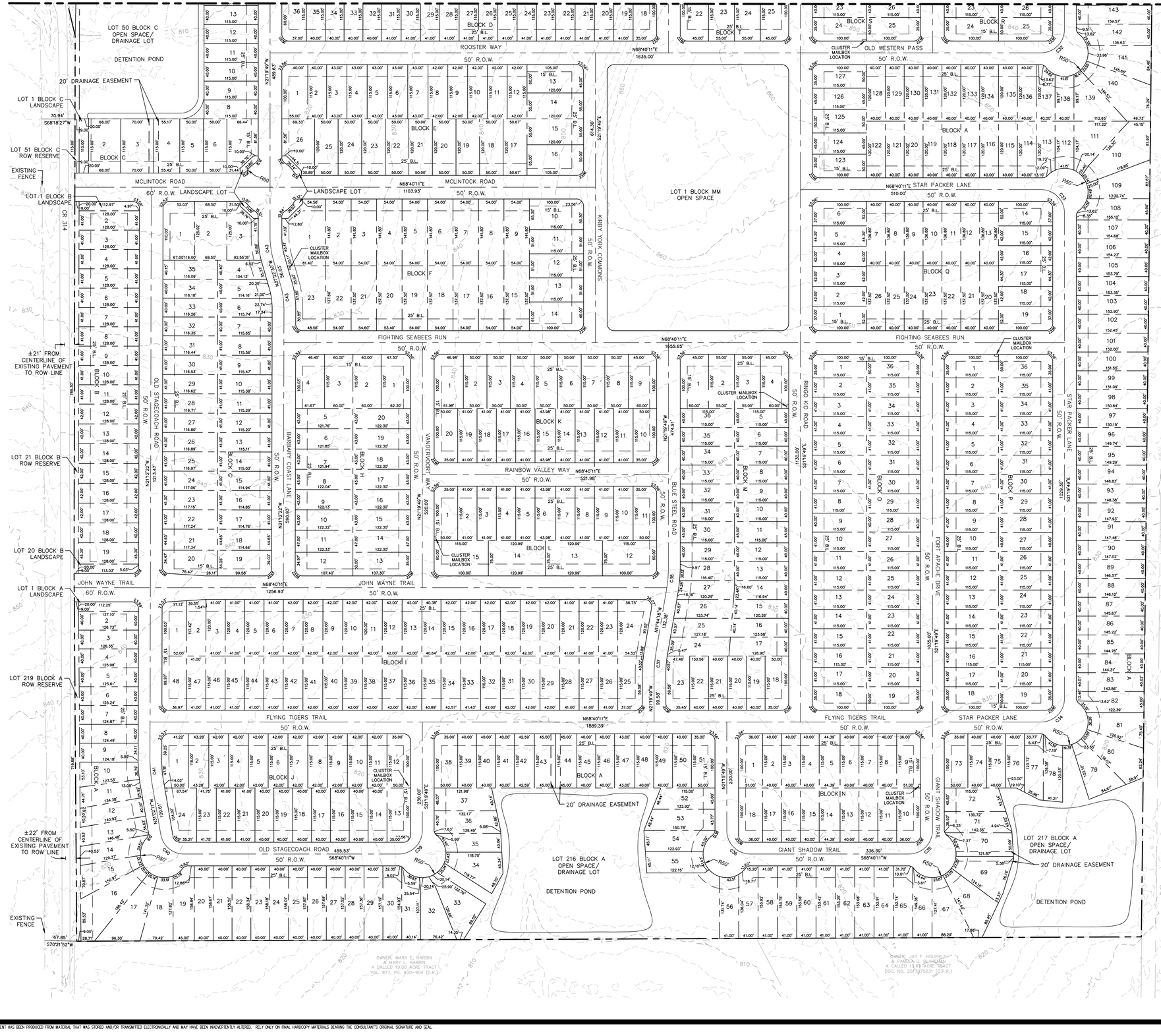
CITY NO.
JOB NO. 51006-02
DATE APR 2019
DESIGNER EV,SW
CHECKED JF DRAWN EV,SW
SHEET 4 OF 15

Date: Aug 27, 2019, 11:42am User ID: EGold
Files: H:\Projects\310_06\02\212 Preliminary\Civil\PP51006-02.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 3



CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C32	50.00'	090°00'00"	N23°40'11"E	70.71'	78.54'
C33	50.00'	090°00'00"	N66°19'49"W	70.71'	78.54'
C34	50.00'	090°00'00"	N23°40'11"E	70.71'	78.54'
C35	50.00'	090°00'00"	S23°40'11"W	70.71'	78.54'
C36	50.00'	090°00'00"	N66°19'49"W	70.71'	78.54'
C37	300.00'	009°35'31"	N16°32'04"W	50.16'	50.22'
C38	300.00'	009°35'31"	N16°32'04"W	50.16'	50.22'
C39	50.00'	090°00'00"	S23°40'11"W	70.71'	78.54'
C40	50.00'	080°17'38"	N71°11'00"W	64.47'	70.07'
C41	300.00'	009°49'50"	N26°07'16"W	51.41'	51.47'
C42	180.00'	016°02'41"	S29°21'09"E	50.24'	50.41'
C43	180.00'	016°10'08"	N29°17'26"W	50.63'	50.80'

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0150E, DATED 09/26/2008 & LOMR CASE NO. 19-06-0529P, APPROVED 03/06/2019)

1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., APRIL 2019

NO.	REVISION	DATE

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 DATE: NOVEMBER 27, 2019 IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES, PER T.E.P.A. 137.33(e)

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

COOL WATER
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT
SHEET 4 OF 4

CITY NO.
JOB NO. 51006-02
DATE APR 2019
DESIGNER EV,SW
CHECKED JF DRAWN EV,SW
SHEET 5 OF 15

Date: Aug 27, 2019, 11:42am User ID: EGold
File: H:\Projects\510\06\02\212 Preliminary\Civil\PP51006-02.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

COOL WATER
SUBDIVISION

YELLOW RIBBON TRAIL
(60' ROW)

60'

48'

48'

87°

93°

18'

C.R. 314

EDGE OF EXISTING
PAVEMENT

155'

30'

50'

COOL WATER
SUBDIVISION

18'

C.R. 314

EDGE OF EXISTING
PAVEMENT

OWNER: GORDON L. STANFORD
A REMNANT PORTION OF
A CALLED 92.5 ACRE TRACT
VOL. 2307, PG. 524 (O.R.)

SCALE: 1"= 40'

40' 0' 20' 40'

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

COOL WATER
WILLIAMSON COUNTY, TEXAS
CR 314 / YELLOW RIBBON TRAIL INTERSECTION EXHIBIT

JOB NO. 51006-02
DATE SEPT 2019
DESIGNER EG
CHECKED JF
DRAWN EG
SHEET 1 of 1

File: H:\Projects\510\06\02\212 Preliminary\Exhibits\1909\04_COOL WATER-CR 314 INTERSECTION EXHIBIT.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Commissioners Court - Regular Session **57.**

Meeting Date: 09/10/2019

Discuss consider and take appropriate action on approval of the final plat for the Sonterra West Section 12 Phase 3 subdivision – Pct 3

Submitted For:	Terron Evertson	**Submitted By:**	Adam Boatright, Infrastructure
Department:	Infrastructure	**Division:**	Road & Bridge
Agenda Category:	Consent		

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Sonterra West Section 12 Phase 3 subdivision – Precinct 3.

Background

This is the next phase of the Sonterra West Section 8 development. This subdivision consists of 1 residential lot, 2 landscape lots and 400 linear feet of new public roads. Note that the final plat is titled Sonterra West Section 12 but is located within the previously approved Sonterra West Section 8 preliminary plat.

Timeline

2019-08-02 – Initial submittal of final plat
2019-08-20 – 1st review complete with no comments
2019-08-27 – receipt of final plat with all signatures
2019-09-05 – final plat placed on September 10, 2019 Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

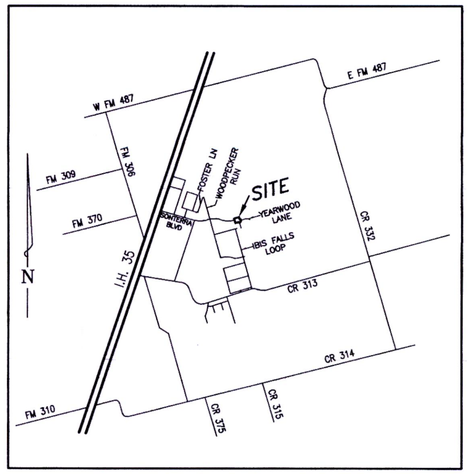
Attachments

final plat - Sonterra West Sec 12 Ph 3

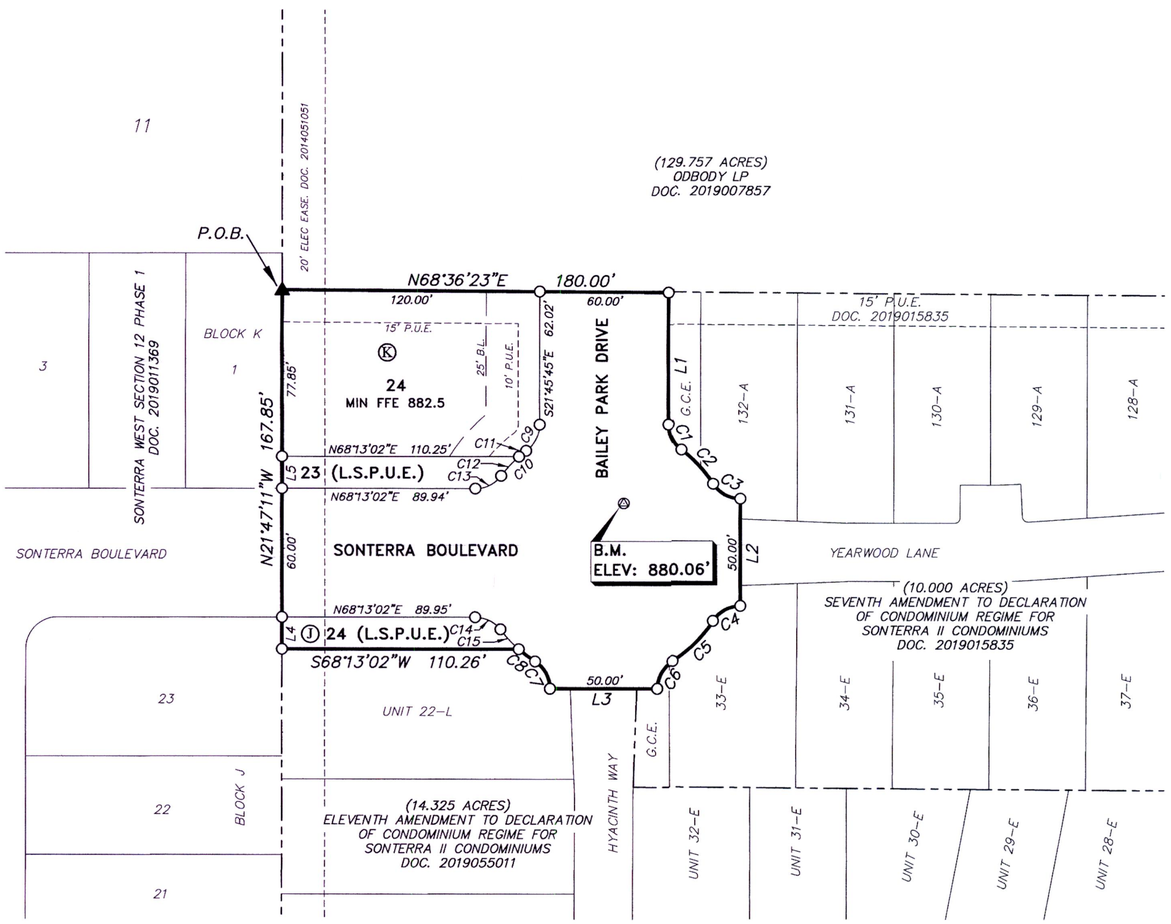
Form Review

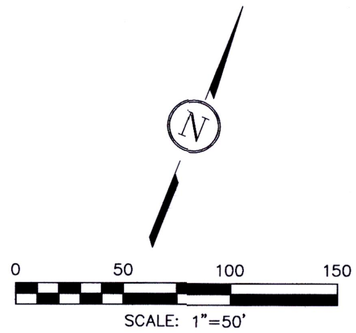
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:59 AM
Form Started By: Adam Boatright		Started On: 09/04/2019 10:15 PM
Final Approval Date: 09/05/2019		

FINAL PLAT
SONTERRA WEST
SECTION 12 PHASE 3



LOCATION MAP
NOT TO SCALE





BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.9998800.

ELEVATIONS ARE NAVD88 (GEOID 12A)

LEGEND

- ■ CONCRETE MONUMENT FOUND
- ● 1/2"STEEL PIN FOUND (UNLESS NOTED)
- ○ 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- ⊙ PIPE FOUND
- ▲ 60d NAIL FOUND AT FENCE CORNER
- △ COMPUTED POINT
- ⊠ MAILBOX CLUSTER
- F⊛ SPINDLE FOUND
- S⊛ SPINDLE SET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F/C○ METAL FENCE CORNER POST
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- W.L.E. WATERLINE EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- B.L. BUILDING LINE
- (BRG.~DIST.) RECORD CALL
- (J) BLOCK LABEL
- R.O.W. RIGHT-OF-WAY
- S.D.E. SIGHT DISTANCE EASEMENT
- (L.S.P.U.E.) LANDSCAPE & P.U.E. LOT
- FFE FINISHED FLOOR ELEVATION

SITE BENCHMARK – MAG NAIL SET WITH WASHER ON TOP OF CURB ON NORTH SIDE, INNER CURB OF ROUNDABOUT. ELEV. 880.06'

ELEVATIONS (NAVD88, GEOID 12A)

STREET DATA				
STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED
SONTERRA BOULEVARD	214 L.F.	60'	40' F – F	30 MPH
BAILEY PARK DRIVE	186 L.F.	60'	40' F – F	30 MPH

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	53°07'48"	15.00'	13.91'	13.42'	S48°19'39"E
C2	20°53'14"	60.00'	21.87'	21.75'	S64°26'56"E
C3	57°46'39"	15.00'	15.13'	14.49'	S82°53'39"E
C4	57°46'09"	15.00'	15.12'	14.49'	S39°19'57"W
C5	25°33'30"	60.00'	26.76'	26.54'	S23°13'38"W
C6	57°46'09"	15.00'	15.12'	14.49'	S07°07'19"W
C7	57°46'09"	15.00'	15.12'	14.49'	N50°38'49"W
C8	9°10'32"	60.00'	9.59'	9.58'	N74°57'09"W
C9	54°45'05"	15.00'	14.33'	13.79'	S05°36'47"W
C10	15°52'44"	60.00'	16.63'	16.58'	S23°01'03"W
C11	4°09'47"	60.00'	4.36'	4.36'	S28°52'31"W
C12	11°42'57"	60.00'	12.27'	12.25'	S20°56'09"W
C13	53°08'21"	15.00'	13.91'	13.42'	S41°38'51"W
C14	51°43'09"	15.00'	13.54'	13.08'	S85°55'24"E
C15	12°04'09"	60.00'	12.64'	12.62'	S64°20'19"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°45'45"E	61.63'
L2	S21°46'34"E	50.00'
L3	S68°14'15"W	50.00'
L4	N21°47'11"W	15.00'
L5	N21°47'11"W	15.00'

LAND USE SUMMARY:

RESIDENTIAL LOTS	1
LANDSCAPE LOTS	2
TOTAL LOTS	3

BUILDING SETBACKS:

FRONT STREET	25'
SIDE STREET	15'
REAR	25'
SIDE	5'

LEGAL DESCRIPTION:
0.773 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER:
SONWEST CO.
3939 BEE CAVES ROAD, SUITE C-100
AUSTIN, TEXAS 78746

ENGINEER:
MICHAEL S. FISHER, P.E.
PAPE-DAWSON ENGINEERS, INC.
FIRM No. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PH: (512) 454-8711
FAX: (512) 459-8867

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
PH: (512) 443-1174
FAX: (512) 443-1550

SUBMITTAL DATE: JULY 17, 2019

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2005-0363EEE F.B.

FINAL PLAT
SONTERRA WEST
SECTION 12 PHASE 3

FIELD NOTE DESCRIPTION
0.773 ACRES
ISAAC BUNKER SURVEY, A–54
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 0.773 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 21.195 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2019003224 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 0.773 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE ½ INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING, AT A 60D NAIL FOUND AT A FENCE CORNER AT THE NORTHWEST CORNER OF THE SAID 21.195 ACRE SONWEST CO. TRACT, THE SAME BEING THE SOUTHWEST CORNER OF A 129.757 ACRE TRACT DESCRIBED IN A DEED TO ODBODY LP RECORDED IN DOCUMENT NUMBER 2019007857 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ON THE EAST LINE OF SONTERRA WEST SECTION 12, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019011369 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, N 68°36'23" E, A DISTANCE OF 180.00 FEET ALONG THE NORTH LINE OF THE SAID 21.195 ACRE SONWEST CO. TRACT AND SOUTH LINE OF THE 129.757 ACRE ODBODY LP TRACT TO A ½ INCH DIAMETER STEEL PIN SET AT THE NORTHERLY NORTHWEST CORNER OF THAT CERTAIN 10.000 ACRES DESCRIBED IN THE SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS RECORDED IN DOCUMENT NUMBER 2019015835 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE EAST AND SOUTH LINES OF THE REMAINDER OF THE SAID 21.195 ACRE SONWEST CO. TRACT, THE SAME BEING THE WEST LINE OF THE SAID 10.000 ACRES DESCRIBED IN THE SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS AND THE NORTH LINE OF THAT CERTAIN 14.325 ACRES DESCRIBED IN THE ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS RECORDED IN DOCUMENT NUMBER 2019055011 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1) S 21°45'45" E, 61.63 FEET TO A STEEL PIN SET;

2) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 53°07'48", A RADIUS OF 15.00 FEET, AN ARC OF 13.91 FEET AND A CHORD BEARING AND DISTANCE OF S 48°19'39" E, 13.42 FEET TO A STEEL PIN SET;

3) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°53'14", A RADIUS OF 60.00 FEET, AN ARC OF 21.87 FEET AND A CHORD BEARING AND DISTANCE OF S 64°26'56" E, 21.75 FEET TO A STEEL PIN SET;

4) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 57°46'39", A RADIUS OF 15.00 FEET, AN ARC OF 15.13 FEET AND A CHORD BEARING AND DISTANCE OF S 82°53'39" E, 14.49 FEET TO A STEEL PIN SET;

5) S 21°46'34" E, 50.00 FEET TO A STEEL PIN SET;

6) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 57°46'09", A RADIUS OF 15.00 FEET, AN ARC OF 15.12 FEET AND A CHORD BEARING AND DISTANCE OF S 39°19'57" W, 14.49 FEET TO A STEEL PIN SET;

7) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 25°33'30", A RADIUS OF 60.00 FEET, AN ARC OF 26.76 FEET AND A CHORD BEARING AND DISTANCE OF S 23°13'38" W, 26.54 FEET TO A STEEL PIN SET;

8) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 57°46'09", A RADIUS OF 15.00 FEET, AN ARC OF 15.12 FEET AND A CHORD BEARING AND DISTANCE OF S 07°07'19" W, 14.49 FEET TO A STEEL PIN SET;

9) S 68°14'15" W, 50.00 FEET TO A STEEL PIN SET;

10) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 57°46'09", A RADIUS OF 15.00 FEET, AN ARC OF 15.12 FEET AND A CHORD BEARING AND DISTANCE OF N 50°38'49" W, 14.49 FEET TO A STEEL PIN SET;

11) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 09°10'32", A RADIUS OF 60.00 FEET, AN ARC OF 9.59 FEET AND A CHORD BEARING AND DISTANCE OF N 74°57'09" W, 9.58 FEET TO A STEEL PIN SET;

12) S 68°13'02" W, 110.26 FEET TO A STEEL PIN SET ON THE EAST LINE OF THE SAID SONTERRA WEST SECTION 12 PHASE 1 SUBDIVISION AT THE SOUTHWEST CORNER OF THE SAID REMAINDER OF THE 21.195 ACRE SONWEST CO. TRACT;

THENCE, N 21°47'11" W, A DISTANCE OF 167.85 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.773 ACRES OF LAND, MORE OR LESS.

NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

17) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

19) THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, ONE FOOT ABOVE THE BFE, OR AS NOTED ON THE LOT, WHICHEVER IS HIGHER.

20) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH SIDE AND REAR LOT LINE FOR PUBLIC UTILITIES.

21) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

22) RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

23) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

24) THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY 360 PROFESSIONAL SERVICES INC., DATED AUGUST 2019.

LENZ & ASSOCIATES, INC.
FIRM No. 100290–00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443–1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2005–0363EEE F.B.

FINAL PLAT
SONTERRA WEST
SECTION 12 PHASE 3

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019003224 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SONTERRA WEST SECTION 12 PHASE 3."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 22nd DAY OF August, 2019.

_____
SONWEST CO.
BY: ANDY BILGER
3939 BEE CAVES ROAD, SUITE C-100
AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 22nd DAY OF August, 2019, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 08/14/2020

MARY HELEN TELLO
My Notary ID # 126626500
Expires August 14, 2020

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

_____ 8-21-2019
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

_____ 8/21/19
MICHAEL S. FISHER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON ENGINEERS, INC.
FIRM No. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759

STATE OF TEXAS
MICHAEL S. FISHER
87704
LICENSED
PROFESSIONAL ENGINEER
8/21/19

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 22nd DAY OF August, 2019, A.D.

_____
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

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

_____
BILL GRAVELL Jr. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__, A.D. AT ____ O'CLOCK ____.M. AND DULY RECORDED THIS THE ____ DAY OF _____, 20__, A.D., AT _____ O'CLOCK __.M., IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2005-0363EEE F.B.

Commissioners Court - Regular Session **58.**

Meeting Date: 09/10/2019

Discuss consider and take appropriate action on approval of the replat of Lot 34 of the Bear Creek Ranch Unit 4 subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lot 34 of the Bear Creek Ranch Unit 4 subdivision – Precinct 2.

Background

This is a replat of Lot 34 of the Bear Creek Ranch Unit 4 subdivision to be known as Lots 34-A & 34-B of Bear Creek Ranch Unit 4. This replat will subdivide the existing single lot into two lots. There are no changes to the roadway layout.

Timeline

2019-05-16 – Initial submittal of replat
2019-06-14 – 1st review complete with comments
2019-06-24 – 2nd submittal of replat
2019-07-11 – 2nd review complete with comments
2019-07-17 – 3rd submittal of replat
2019-07-24 – 3rd review complete with all comments clear
2019-08-20 – receipt of replat with all signatures
2019-09-05 – replat placed on September 10, 2019 Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Lot 34 Bear Creek Ranch Unit 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:59 AM
Form Started By: Adam Boatright		Started On: 09/04/2019 10:15 PM
Final Approval Date: 09/05/2019		

Drafter: SGT
Revision:
Revision:
Revision:

MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

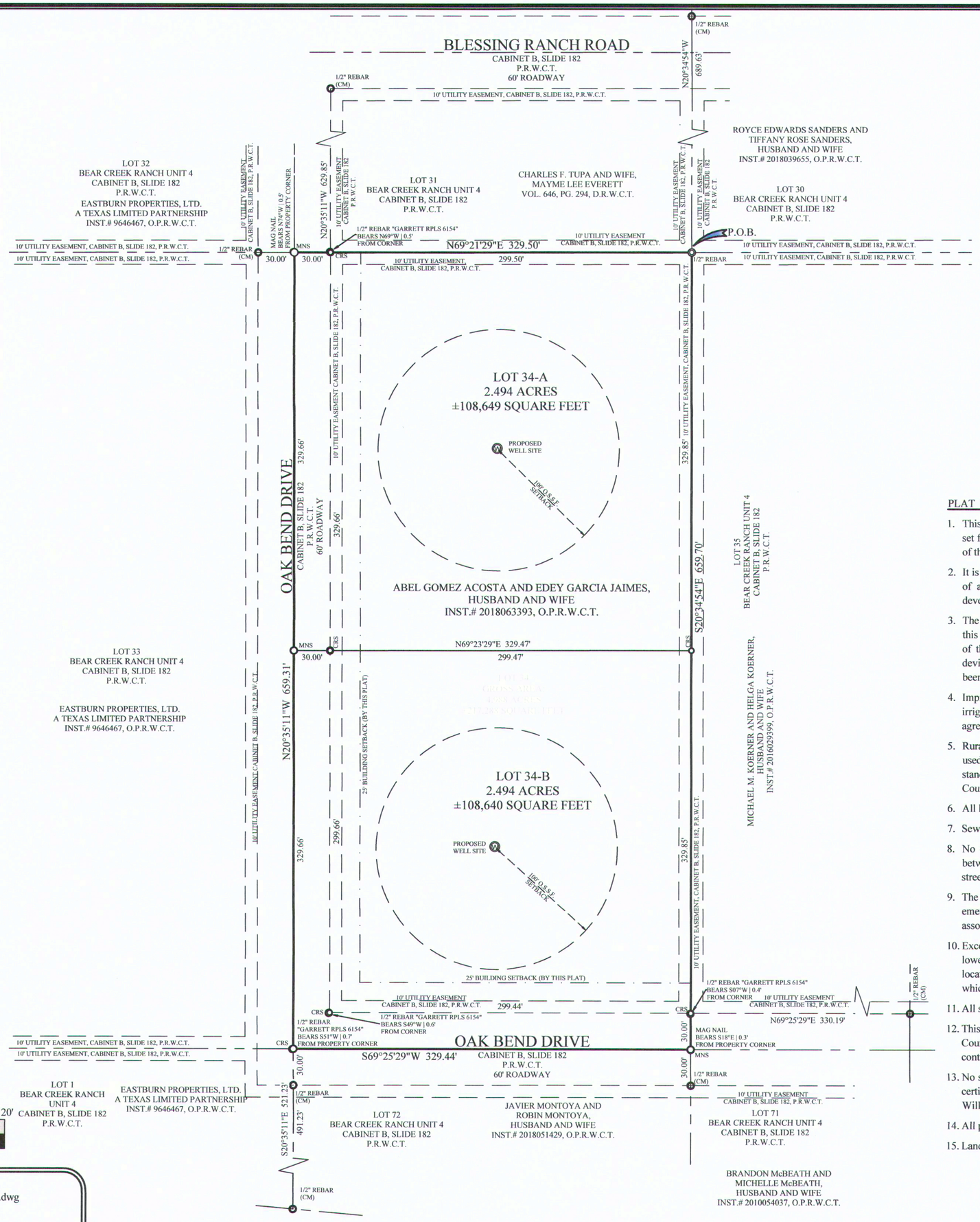
CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set
TBM ✥ Site benchmark (see vicinity map for general location)
○ Vertex or common point (not a monument)
Coordinate values, if shown, are US.SyFt./TxCS,'83,CZ
Elevations, if shown, are NAVD'88
Bearings are based on grid north (TxCS,'83,CZ)
TYPE I ○ TxDOT Right of Way tapered concrete monument.
TYPE II ○ TxDOT Right of Way bronze cap in concrete.
TYPE III ○ TxDOT Right of Way aluminum cap.

LEGEND OF ABBREVIATIONS

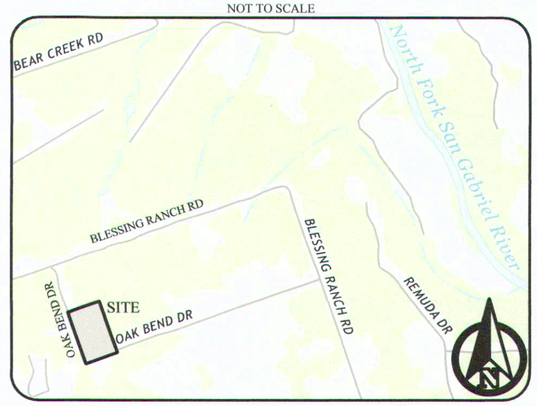
US.SyFt.	United States Survey Feet
TxCS,'83,CZ	Texas Coordinate System of 1983, Central Zone
NAVD'88	North American Vertical Datum of 1988
P.R.W.C.T.	Plat Records of Williamson County, Texas
O.P.R.W.C.T.	Official Public Records of Williamson County, Texas
D.R.W.C.T.	Deed Records of Williamson County, Texas
VOL/PG/INST#	Volume/Page/Instrument Number
POB/POC	Point of Beginning/Point of Commencing
(CM)	Controlling Monument
⊙	Proposed Well

SURVEYOR'S NOTES:

1. Fieldwork was completed on February 7, 2019.
2. This survey we performed without the benefit of a commitment for title insurance. Therefore, there may be easements or documents pertaining to the subject tract that are not shown or referenced hereon.



VICINITY MAP
NOT TO SCALE



LOTS 34-A & 34-B
BEAR CREEK RANCH UNIT 4
BEING A REPLAT OF
LOT 34
BEAR CREEK RANCH UNIT 4

A SUBDIVISION OF 4.988 ACRES
SITUATED IN THE
JAMES LEONARD SURVEY, ABSTRACT NO. 383
WILLIAMSON COUNTY, TEXAS
PREPARED ON FEBRUARY 21, 2019

PLAT NOTES:

1. This replat is subject to all applicable recorded easement, plat notes and restrictions and as set forth in the original plat of Bear Creek Ranch Unit 4, as recorded in Cabinet B, Slide 182 of the Plat Records of Williamson County, Texas.
2. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
3. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
4. Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
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. All lots will be serviced by private, on-site wells.
7. Sewer service for this subdivision will be provided by On-Site Sewage Facilities.
8. No construction, planting or grading shall be permitted to interfere with sight easements between the heights of three and eight feet as measured from the crowns of the adjacent streets.
9. The roads within this subdivision shall be maintained to such a standard that will allow emergency vehicles access for the roadway design speed in perpetuity by the property owners association.
10. Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
11. All sidewalks are to be maintained by each of the adjacent property owners.
12. This subdivision is subject to Storm-Water Management Controls as required by Williamson County Subdivision Regulations, Section B11.1, on new development that would evoke such controls beyond existing conditions.
13. No structure or land in this plat shall hereafter be located or altered without first obtaining a certificate of compliance (Floodplain Development Permit) for lots 34-A and 34-B from the Williamson County Floodplain Administrator.
14. All public roadways and easements as shown on this plat are free of liens.
15. Landscaping is prohibited within the county road right-of-way.

JPH Job/Drawing No. (see below)
2019.200.006 Lot 34 Bear Creek Ranch, Williamson Co., Tx-Plat.dwg

© 2019 JPH Land Surveying, Inc. - All Rights Reserved

785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
DFW | Austin | Abilene

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

WHEREAS, Abel Gomez Acosta & Edey Garcia Jaimes, are the owners of that certain tract being all of Lot 34 of Bear Creek Ranch Unit 4, an addition situated in the James Leonard Survey, Abstract No. 383, Williamson County, Texas, according to the plat recorded in Cabinet B, Slide 182 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), said tract being the same tract described in the deed to said Abel Gomez Acosta & Edey Garcia Jaime, recorded under Instrument Number 2018063393 of the Official Public Records of Williamson, County, Texas (O.P.R.W.C.T.); the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, Central Zone.):

BEGINNING at a 1/2 inch rebar found at the northeast corner of said Lot 34, from which a found 1/2 inch rebar bears NORTH 20 degrees 34 minutes 54 seconds WEST, a distance of 689.63 feet;

THENCE SOUTH 20 degrees 34 minutes 54 seconds EAST, with the east line of the said Lot 34, a distance of 659.70 feet to a Mag nail with a metal washer stamped "JPH Land Surveying" set at the southeast corner of Lot 34, from which a found 1/2 inch rebar bears SOUTH 20 degree 34 minutes 54 seconds EAST, a distance of 30.00 feet;

THENCE SOUTH 69 degrees 25 minutes 29 seconds WEST, with the south line of Lot 34, being the centerline of a 60 foot wide roadway dedicated on the said Bear Creek Ranch Unit 4 plat and posted as Oak Bend Drive, a distance of 329.44 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southwest corner of Lot 34, from which two found 1/2 inch rebar bear SOUTH 20 degrees 35 minutes 11 seconds EAST, a distance of 30.00 feet, and SOUTH 20 degrees 35 minutes 11 seconds EAST, a distance of 521.23 feet;

THENCE NORTH 20 degrees 35 minutes 11 seconds WEST, with the west line of Lot 34, and continuing with the centerline of said Oak Bend Drive, a distance of 659.31 feet to a Mag nail with a metal washer stamped "JPH Land Surveying" set at the northwest corner of Lot 34, from which a found 1/2 inch rebar bears SOUTH 69 degrees 21 minutes 29 seconds WEST, a distance of 30.00 feet;

THENCE NORTH 69 degrees 21 minutes 29 seconds EAST, with the north line of Lot 34, a distance of 329.50 feet returning to the POINT OF BEGINNING and enclosing 4.988 acres (±217, 288 square feet).

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

We, **Abel Gomez Acosta & Edey Garcia Jaimes**, owners of the certain tract of land shown hereon and described in a deed recorded in Document No. 2018063393 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as Lots 34-A & 34-B, Bear Creek Ranch Unit 4.

TO CERTIFY WHICH, WITNESS my hand at Williamson County, Texas, this 30th day of August, 2019.

Abel Gomez Acosta

Edey Garcia Jaimes

STATE OF TEXAS §
COUNTY OF Williamson §

Before me, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared **Abel Gomez Acosta**, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office on this the 30th day of August, 2019.

Notary Public in and for the State of Texas

PATRICK KOTYUK NOTARY PUBLIC STATE OF TEXAS NOTARY ID 131564083 MY COMM. EXP. 05-14-2022

STATE OF TEXAS §
COUNTY OF Williamson §

Before me, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared **Edey Garcia Jaimes**, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office on this the 30th day of August, 2019.

Notary Public in and for the State of Texas

PATRICK KOTYUK NOTARY PUBLIC STATE OF TEXAS NOTARY ID 131564083 MY COMM. EXP. 05-14-2022

STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jewel Chadd, do hereby certify I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon as set were properly placed under my personal supervision, and all easements of record are shown or noted (as found on the title policy or discovered with a title search prepared in conjunction with the most recent purchase of the subject property) and this plat is in conformance with the Williamson County Subdivision Ordinance. This tract is not located in the Edwards Aquifer Recharge Zone.

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jewel@jphls.com
August 22, 2019

STATE OF TEXAS REGISTERED JEWEL CHADD 5754 PROFESSIONAL LAND SURVEYOR

COUNTY ON-SITE SEWAGE FACILITIES APPROVAL:

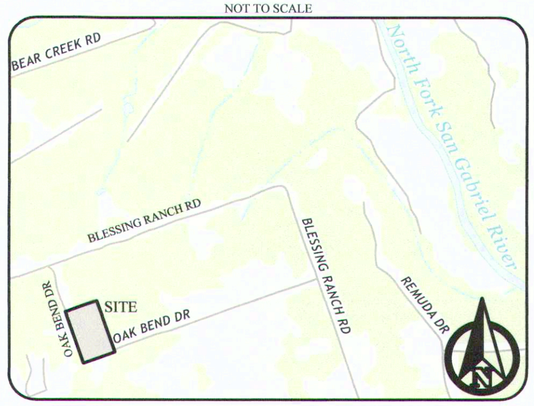
Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County on-site sewage facility regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County engineer's office and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

J. Terron Evertson, PE, DR, CFM
County Engineer, Williamson County, Texas

9/4/19
Date

VICINITY MAP

NOT TO SCALE



LOTS 34-A & 34-B
BEAR CREEK RANCH UNIT 4
BEING A REPLAT OF
LOT 34
BEAR CREEK RANCH UNIT 4

A SUBDIVISION OF 4.988 ACRES
SITUATED IN THE
JAMES LEONARD SURVEY, ABSTRACT NO. 383
WILLIAMSON COUNTY, TEXAS
PREPARED ON FEBRUARY 21, 2019

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Road name and address assignments verified this the 5th day of September, 2019 A.D.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, **Bill Gravell Jr.**, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell Jr., County Judge
Williamson County, Texas

Date

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Nancy, E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ___ day of_____, 20__, A.D. at ___o'clock__.M., and duly recorded this the day of_____, 20__, A.D. at _____o'clock__.M, in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister , Clerk County Court
of Williamson County, Texas

BY:_____, Deputy

JPH LaNd Surveying, Inc.

JPH Job/Drawing No. (see below)
2019.200.006 Lot 34 Bear Creek Ranch, Williamson Co., Tx-Plat.dwg
© 2019 JPH Land Surveying, Inc. - All Rights Reserved
785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
DFW | Austin | Abilene

SURVEYOR:
Jewel Chadd, RPLS
JPH Land Surveying, Inc.
785 Lonesome Dove Trail
Hurst, Texas 76054
Phone: (817) 431-4971
jewel@jphls.com

OWNER:
Abel Gomez Acosta
Edey Garcia Jaimes
906 Luke Lane
Leander, Texas 78641
Phone: (512) 713-8334
Abelsbulldog@yahoo.com

Commissioners Court - Regular Session **59.**

Meeting Date: 09/10/2019

CR 176 Interlocal Agreement

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 an Interlocal Agreement Regarding Relocation of Water System Improvements (CR 176 Realignment and Rehabilitation Project) with Brushy Creek Municipal Utility District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA with BCMUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:58 AM
Form Started By: Charlie Crossfield		Started On: 09/05/2019 08:29 AM
Final Approval Date: 09/05/2019		

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(CR 176 Realignment and Rehabilitation Project)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("*Agreement*") is entered into between Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas (the "*District*") and Williamson County, a political subdivision of the State of Texas (the "*County*"). In this Agreement, the District and the County are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

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

WHEREAS, the County is in the process of designing and constructing a widening and rehabilitation of CR 176 from FM 2243 to Parkside Parkway (the "*Roadway Improvements,*" as more particularly identified in **Exhibit "A"** attached hereto); and

WHEREAS, the Roadway Improvements include the widening of the right-of-way of CR 176 into the area in which the District holds a 40-wide water transmission line easement and in which is located a 24-inch raw water transmission line that is owned and operated by the District for the provision of potable water service to its retail customers; and

WHEREAS, in connection with the construction of the Roadway Improvements, the Parties desires to provide for the acquisition of a new replacement water line easement by the District for future relocation of the District's existing waterline improvements; for installation of new ductile iron replacement pipe within steel casing, with casing spacers, on a parallel alignment to the District's existing raw water transmission line in areas where the County's initial roadway improvements would otherwise cross the waterline improvements; and for future relocation of the existing waterline improvements into the replacement water line easement at such time as the County constructs additional roadway improvements;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Waterline Improvements.

1.03 "County" means Williamson County, Texas.

1.04 "District Waterline Costs" means all costs and expenses incurred by the District relating to or arising out of the Project. By way of example and without limitation, the District Waterline Costs shall include all out-of-pocket costs and expenses incurred by the District relating to the acquisition of the Replacement Easement, the design, permitting, construction and inspection of the Waterline Improvements, the review of plans and specifications for the Project by the District's professional engineering consultant(s), attendance at Project meetings with the County by the District's consultants and legal fees incurred by the District related to the negotiation of this Agreement and the Project.

1.05 "Effective Date" means the last date of execution of this Agreement by the Parties; provided both of the Parties must execute this Agreement for it to be effective.

1.06 "Relocation and Encasement Area" means the area(s) where the County shall relocate and install new ductile iron replacement pipe within steel casing, with casing spacers, on a parallel alignment to the District's the Existing Waterline Improvements in areas where the County's initial roadway improvements will cross the Existing Waterline Improvements as part of the Phase One Roadway Improvements, as more particularly described on **Exhibit "B"** attached hereto. The District will be provided a minimum 2 days notification prior to shutdown of the line. To the extent the location or route of the Phase One Roadway Improvements is modified by the County, then the Encasement Area shall automatically adjust to include any and all areas where the Phase One Roadway Improvements cross the Existing Waterline Improvements.

1.07 "Engineering Services Agreement" means the contract for engineering services entered into by the District with a professional engineering consultant relating to the Project.

1.08 "Existing Easement" means that certain 40-foot wide easement held by the District within the Project Area authorizing the construction, ownership and operation of the Existing Waterline Improvements, recorded as Document No. 04-1178-CC2 of the Official Public Records of Williamson County, Texas.

1.09 "Existing Waterline Improvements" means all existing water transmission line improvements and related facilities, equipment and appurtenances owned and operated by the District within the Project Area, a portion of which will be abandoned in place at such time as the County proceeds with the Phase Two Roadway Improvements in accordance with the terms and conditions of this Agreement. Further, that portion of the Existing Waterline Improvements in the Relocation and Encasement Area will be abandoned in place in connection with the replacement ductile iron line improvements to be installed as part of the Phase One Roadway Improvements.

1.10 "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

1.11 "Phase One Roadway Improvements" means the initial Roadway Improvements to be constructed by the County generally depicted in **Exhibit "C"** attached hereto. The Phase One Roadway Improvements shall not overlap any portion of the Existing Waterline Improvements except in the Encasement Area. .

1.12 "Phase Two Roadway Improvements" means the expansion of CR 176 after completion of construction of the Phase One Roadway Improvements. A description of the proposed Phase Two Roadway Improvements is attached hereto as **Exhibit "D"**, but the Parties acknowledge and agree that the County may revise the final alignment and width of the Phase Two Roadway Improvements prior to construction thereof. The Waterline Improvements shall be undertaken as part of the Phase Two Roadway Improvements.

1.13 "Project" means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.14 "Project Area" means the area in which the Project will be undertaken, as said Project Area is more particularly identified in **Exhibit "A"** attached hereto.

1.15 "Replacement Easement" means the twenty foot (20') wide easement to be acquired by the District at the County's sole cost and expense in the Project Area for the Waterline Improvements.

1.16 "Roadway Improvements" means the acquisition of additional right-of-way and construction of the roadway improvements to be undertaken by the County within the Project Area. The Roadway Improvements will consist of the Phase One Roadway Improvements and the Phase Two Roadway Improvements.

1.17 "Waterline Contractor" means the contractor(s) that enter into a contract with the District or County for construction of the Waterline Improvements.

1.18 "Waterline Design Work" means the engineering consulting and design services to be undertaken by the District or County, as determined by the Parties, related to the Waterline Improvements at the County's sole expense.

1.19 "Waterline Improvements" means the design and construction of a 24-inch water transmission line in the Replacement Easement, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements in the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition those identified in this Agreement, then any such water system improvements that must be relocated will be deemed Waterline Improvements for purposes of this Agreement, and shall be relocated by the District at the County's sole cost and expense.

II.
STATEMENT OF INTENT

2.01 General. The purpose of this Agreement is to provide for: (i) the County to install and encase new ductile iron water transmission line to replace a segment of the Existing Waterline Improvements in the Relocation and Encasement Area as part of the Phase One Roadway Improvements at the County's sole cost and expense; (ii) for the District to acquire the Replacement Easement at the County's sole cost and expense; (iii) to provide for design and construction, at the sole cost and expense of the County, of the Waterline Improvements in the Replacement Easement in connection with construction of the Phase Two Roadway Improvements by the County; and (iv) for the District to abandon easement rights and the Existing Waterline Improvements within the Project Area upon completion of construction, commencement of operation, and acceptance of the Waterline Improvements by the District.

III.
EASEMENT MATTERS

3.01 Replacement Easement.

(a) The District agrees to secure the Replacement Easement at the County's sole cost and expense. The form of the Replacement Easement shall be determined in the District's sole discretion.

(b) In recognition that the Existing Easement is 40 feet in width and the Replacement Easement will be 20-feet in width, the County agrees to reimburse a pro rata share of the District's original costs to purchase the Existing Easement. Specifically, the County agrees to provide payment to the District in the amount of $18,412 within thirty (30) days after execution of this Agreement by the Parties.

(c) The District agrees to retain the firm of Sheets & Crossfield for purposes of managing the acquisition of the Replacement Easement, and providing all legal services related thereto. The District further agrees to request Sheets & Crossfield, and other consultants that may provide services relating to the acquisition of the Replacement Easements(such as surveyors and appraisers) to send their bills directly to the County for payment. The County shall timely pay in full all such invoices directly to the vendors, and shall reimburse costs and expenses incurred by the District, if any, in connection with acquisition of the Replacement Easement in the same time and manner as other District Waterline Costs (i.e., within 30 days after receipt of a written invoice).

(d) In the event of termination of the District's contract with Sheets & Crossfield (or other consultants) for any reason, then the County shall reimburse all costs and expenses incurred by the District related to the acquisition of Replacement Easement in the same manner, and according to the same procedures, as other District Waterline Costs.

(e) The Parties agree that it shall be their mutual intent and expectation that the Replacement Easement shall be secured within 180 days after the Effective Date, and the Parties shall fully cooperate and use their best efforts to secure the Replacement Easement within this period.

3.02 Release of Existing Easement.

(a) At such time as the District receives the Replacement Easement and the Waterline Improvements are completed, are operational, and have been accepted by the District, the District agrees to release the Existing Easement to the extent any of such easement encumbers the Project Area for Existing Waterline Improvements that are being abandoned in place. It is specifically agreed, however, that the District shall not release any easement rights required for operation of facilities that are not being relocated under this Agreement. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Existing Easement in accordance with the terms and conditions of this Agreement upon request by the County after completion of construction and acceptance of the Waterline Improvements.

(b) Until the Existing Easement is released in accordance with the terms of this Agreement, it shall remain in full force and effect for all purposes. The County specifically acknowledges and agrees that the Existing Easement precedes the County's acquisition of right-of-way for the Roadway Improvements, and that the County has elected to proceed with construction of the Phase One Roadway Improvements without prior relocation of the Existing Waterline Improvements into the Replacement Easement. The County assumes sole responsibility for any and all claims, costs or damages, including any damages to the Phase One Roadway Improvements, that may arise out of the District's exercise of rights under the Existing Easement prior to release thereof.

IV.
DESIGN OF PROJECT

4.01 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Roadway Improvements. The Roadway Improvements shall be designed and constructed such that no portion of the Roadway Improvements will be constructed above the Existing Waterline Improvements except: (i) in the Relocation and Encasement Area with respect to the Phase One Roadway Improvements; and (ii) any storm water conveyance facilities to be installed above the Existing Waterline Improvements as part of the Phase One Roadway Improvements shall be designed and constructed to include a concrete cap between the stormwater facilities and the District's Existing Waterline Improvements.

4.02 Design of Waterline Improvements. Prior to commencement of design and construction of the Phase Two Roadway Improvements, the Parties shall mutually agree upon whether the Waterline Improvements shall be designed by the County or the District. Under

either alternative, the County shall be responsible for all costs and expenses relating to the preparation of the design and permitting of the Waterline Improvements, and the design must be approved by the District prior to commencement of construction.

4.03 Design of Encasement. The plans and specifications for installation of new ductile iron replacement pipe within steel casing, with casing spacers, to replace a portion of the District's Existing Waterline Improvements as part of the Phase One Roadway Improvements and installation of any concrete cap above the Existing Waterline Improvements shall be subject to the District's review and approval prior to commencement of construction by the County of the Phase One Roadway Improvements. The County shall reimburse any costs or expenses incurred by the District in connection with review of the plans and specifications by the District's engineering consultants. Payment shall be made in full within 30 days after receipt of a written invoice for payment from the District.

V.
CONSTRUCTION OF PROJECT

5.01 Construction of Project.

(a) The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Roadway Improvements.

(b) Except as otherwise agreed upon by the Parties, the County will construct the Waterline Improvements as part of the Phase Two Roadway Improvements at the County's sole cost and expense.

5.02 Approval of Bid Documents.

(a) The Parties agree that the Bid Documents for the Project shall include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's Existing Waterline Improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(b) Except with respect to the plans and specifications for the encasement of the Existing Waterline Improvements in the Encasement Area, the District shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

5.03 Inspection of Waterline Improvements. The District shall retain a full-time construction inspector to inspect construction of the Waterline Improvements. All costs associated therewith shall be reimbursed by the County as District Waterline Costs.

5.04 Ownership. After acceptance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements, and shall be responsible for operation, maintenance and repair thereof.

5.05 Continuation of Service. The construction of the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any customers.

5.06 Damages. The County shall be responsible for any and all damages and personal injury arising out of the Project whether caused by the County's contractor(s) in connection with construction of the Roadway Improvements or by subsequent roadway repair, maintenance and operation activities. In the event that the District incurs any costs associated with the repair of the Existing Waterline Improvements arising out of or related to the Project, or the County's subsequent repair, operation or maintenance of Roadway Improvements, the County shall reimburse all such costs and expenses within thirty (30) days after receipt of a written invoice for payment from the District.

VI.
DISPUTES

6.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

6.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without

limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

6.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

VII.
GENERAL PROVISIONS

7.01 Reimbursement of District Waterline Costs. The County shall timely reimburse all District Waterline Costs incurred by the District in accordance with this section. The District shall send invoices to the County from time to time identifying all District Waterline Costs for which reimbursement is requested. The County shall pay each invoice in full within 30 days after delivery of the invoice. Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought.

7.02 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

7.03 Term. This Agreement shall remain in effect until the Waterline Improvements are completed and accepted by the District.

7.04 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

7.05 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

7.06 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

7.07 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

7.08 Governmental Immunity. The Parties mutually acknowledge and agree that this Agreement constitutes a contract for goods and services.

7.09 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

7.10 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

7.11 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

7.12 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78681
Attn: General Manager
Telephone: (512) 255-7871

COUNTY:

Williamson County
710 Main Street, Suite 101
Attn: County Judge
Telephone: (512) _____

7.13 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

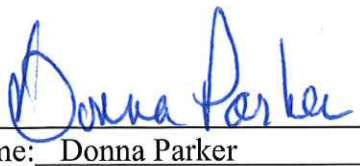
7.14 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:



Asst. Secretary
Michael Tucker

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:

By: 
Printed Name: Donna Parker
Title: Vice-President, Board of Directors

Date: August 22, 2019

ATTEST:

County Clerk

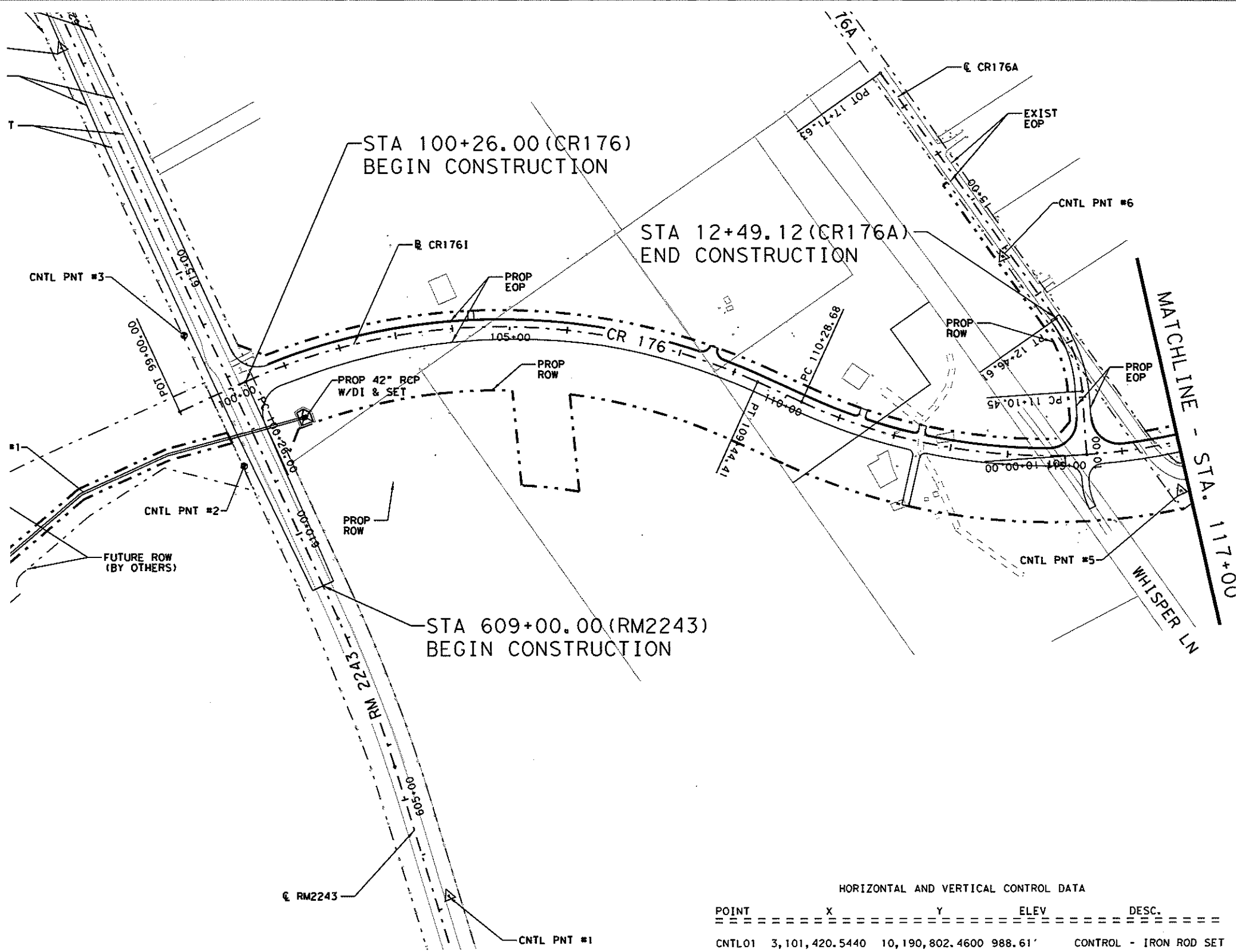
WILLIAMSON COUNTY:

By: _____
Printed Name: _____
Title: County Judge

Date: _____

EXHIBIT "A"

DESCRIPTON OF PROJECT AREA AND ROADWAY IMPROVEMENTS



HORIZONTAL AND VERTICAL CONTROL DATA

POINT	X	Y	ELEV	DESC.
CNTL01	3,101,420.5440	10,190,802.4600	988.61'	CONTROL - IRON ROD SET

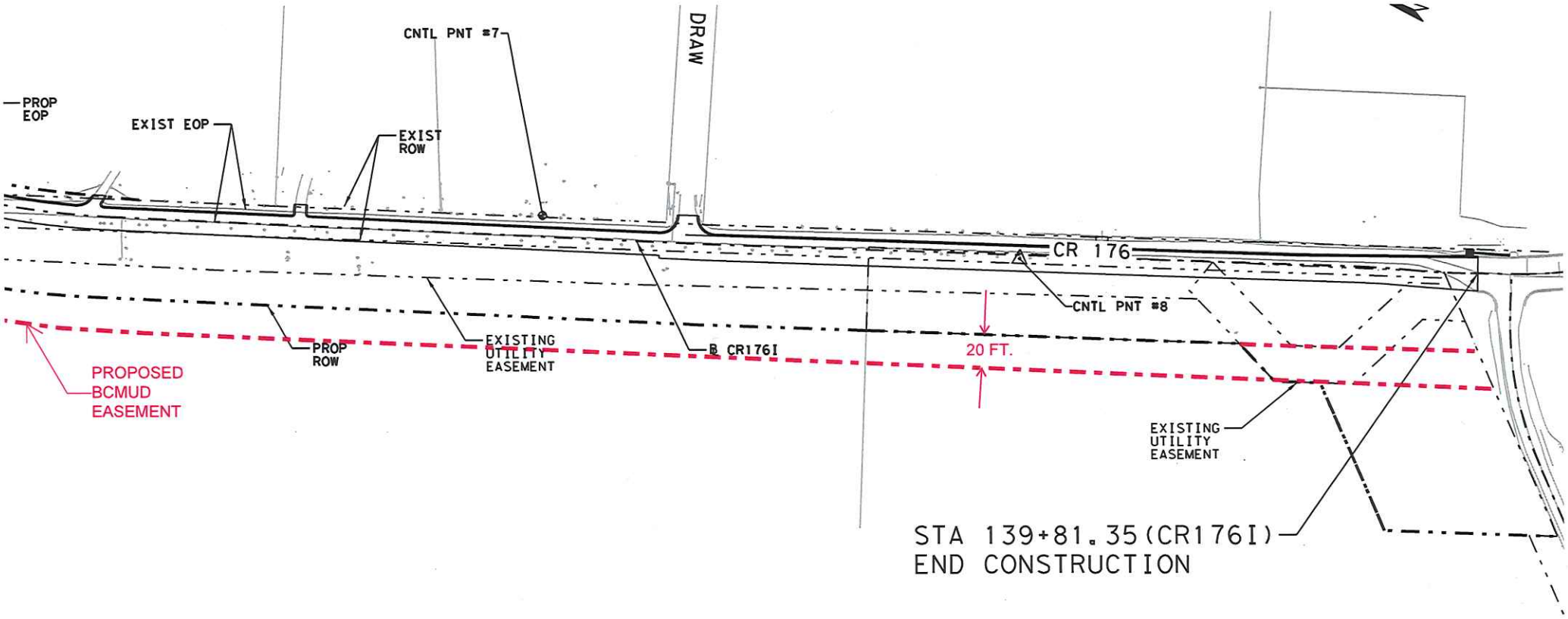
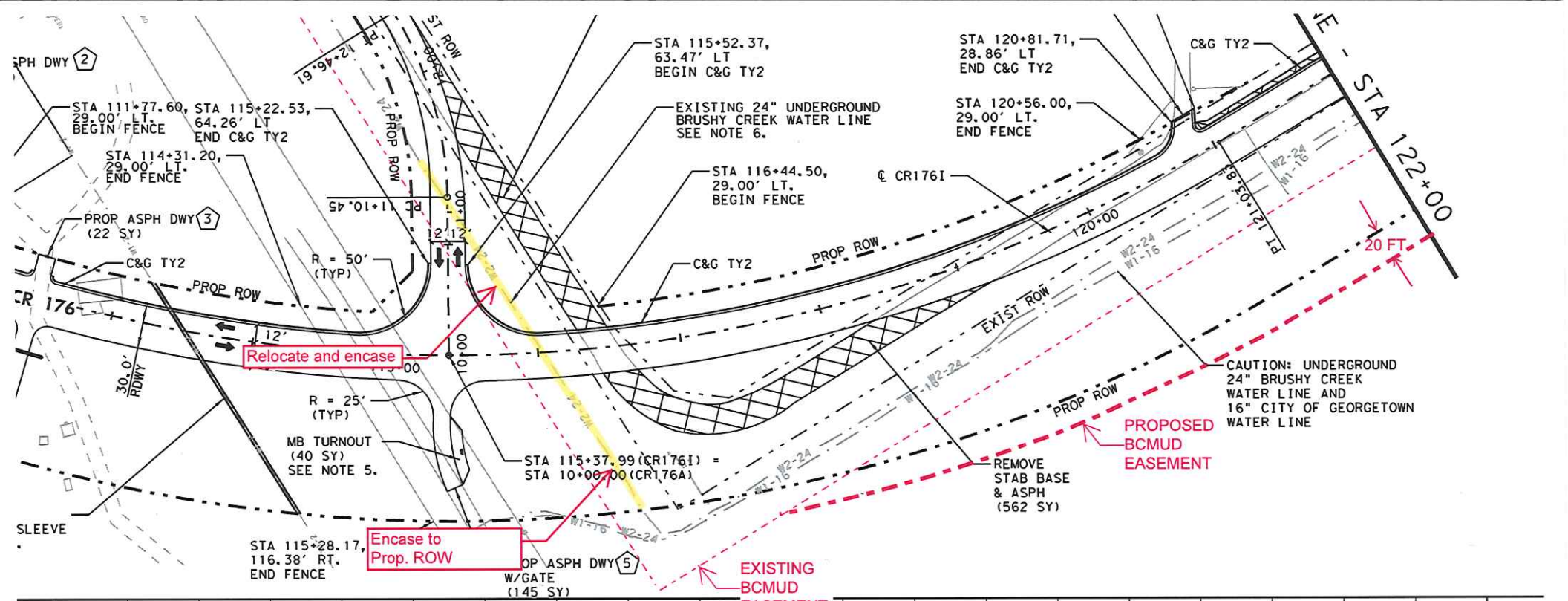

CNTL PNT #7
DRAW
PROP EOP
EXIST EOP
EXIST ROW
CR 176
CNTL PNT #8
PROP ROW
EXISTING UTILITY EASEMENT
℄ CR176I
20 FT.
PROPOSED BCMUD EASEMENT
EXISTING UTILITY EASEMENT
STA 139+81.35(CR176I)
END CONSTRUCTION

EXHIBIT "B"

ENCASEMENT AREAS


PROP ASPH DWY 2
STA 111+77.60, 29.00' LT. BEGIN FENCE
STA 115+22.53, 64.26' LT END C&G TY2
STA 114+31.20, 29.00' LT. END FENCE
PROP ASPH DWY 3 (22 SY)
C&G TY2
PROP ROW
CR 176
R = 50' (TYP)
12'
30.0' ROWY
Relocate and encase
R = 25' (TYP)
MB TURNOUT (40 SY) SEE NOTE 5.
SLEEVE
STA 115+28.17, 116.38' RT. END FENCE
Encase to Prop. ROW
PROP ASPH DWY 5 W/GATE (145 SY)
STA 115+52.37, 63.47' LT BEGIN C&G TY2
EXISTING 24" UNDERGROUND BRUSHY CREEK WATER LINE SEE NOTE 6.
STA 116+44.50, 29.00' LT. BEGIN FENCE
STA 115+37.99 (CR176I) = STA 10+00.00 (CR176A)
STA 120+81.71, 28.86' LT END C&G TY2
STA 120+56.00, 29.00' LT. END FENCE
℄ CR176I
EXIST ROW
W2-24
W1-16
REMOVE STAB BASE & ASPH (562 SY)
CAUTION: UNDERGROUND 24" BRUSHY CREEK WATER LINE AND 16" CITY OF GEORGETOWN WATER LINE
PROPOSED BCMUD EASEMENT
EXISTING BCMUD EASEMENT
20 FT
E - STA 122+00

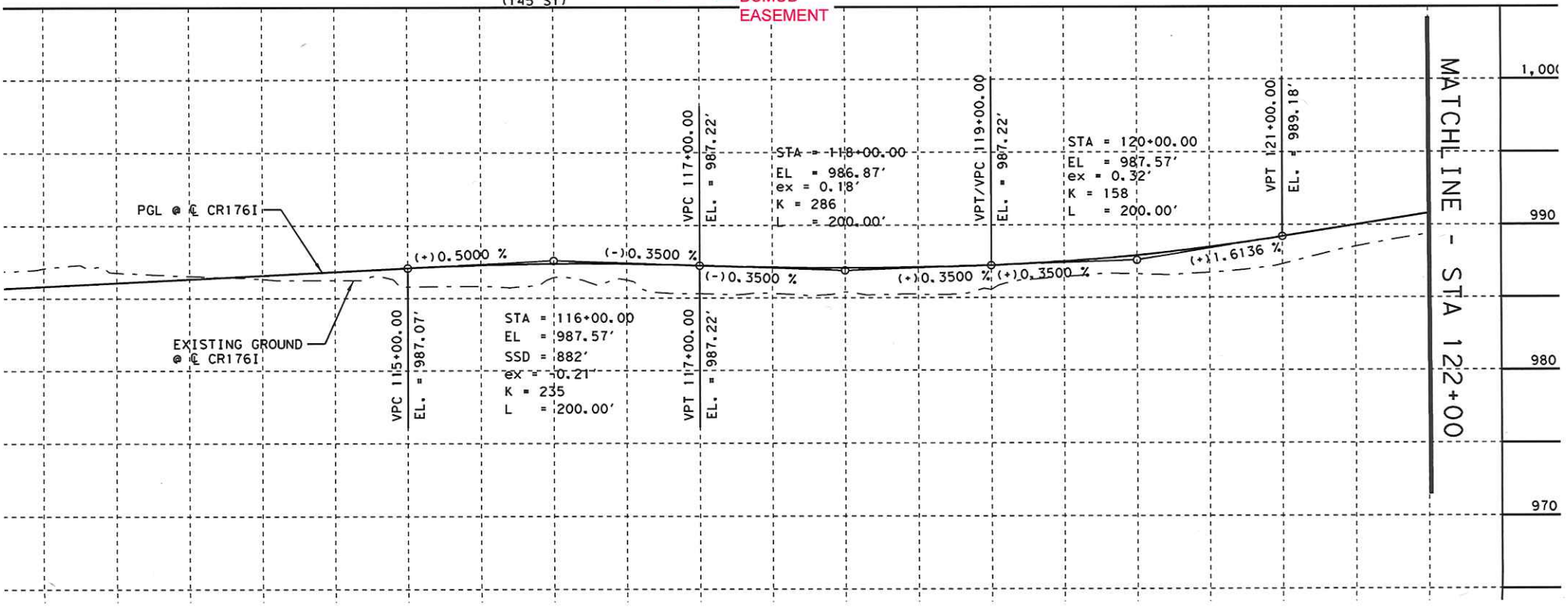
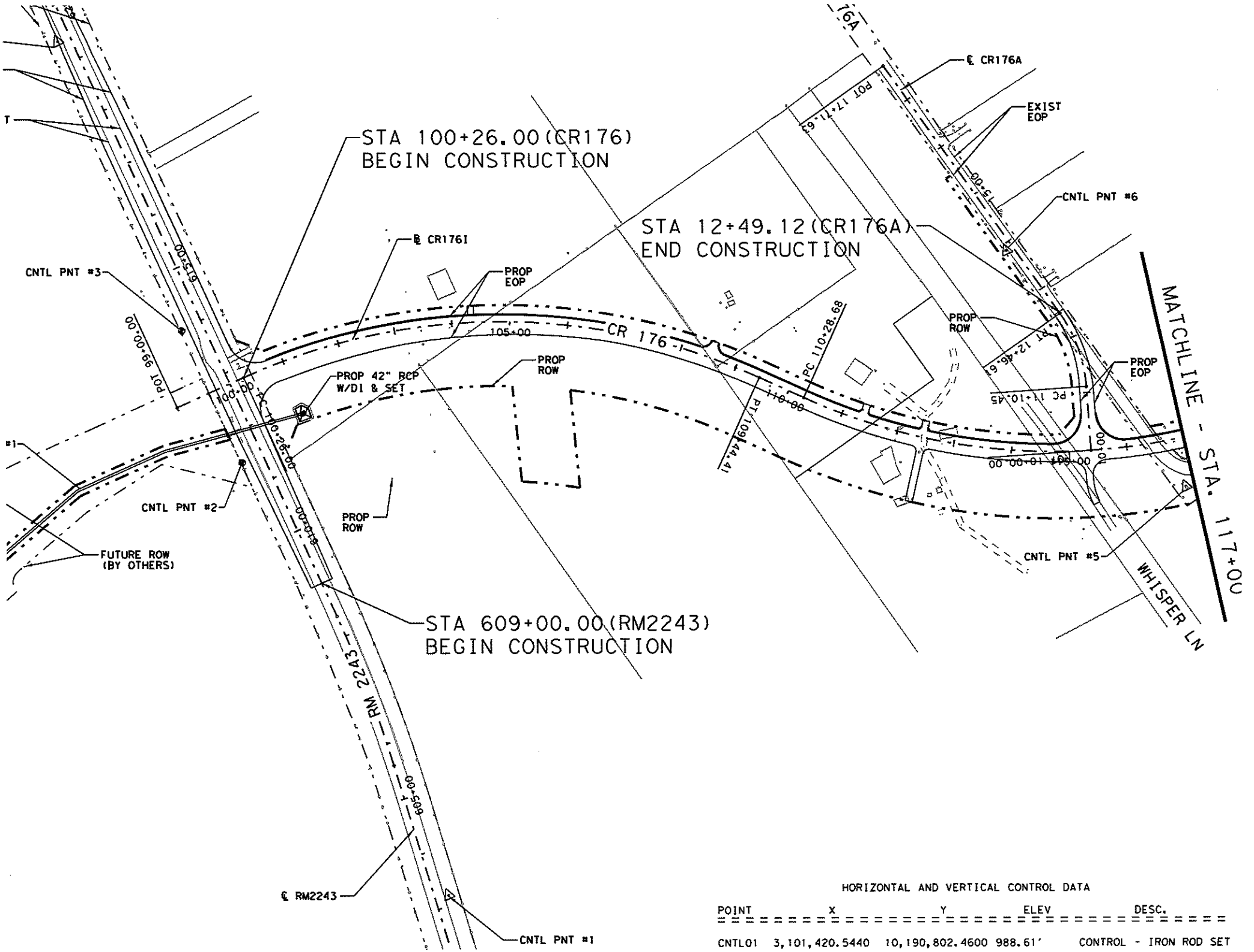

PGL @ ℄ CR176I
EXISTING GROUND @ ℄ CR176I
(+)0.5000 %
(-)0.3500 %
(-)0.3500 %
(+)0.3500 %
(+)0.3500 %
(+)1.6136 %
VPC 115+00.00 EL. = 987.07'
STA = 116+00.00 EL = 987.57' SSD = 882' ex = -0.21' K = 235 L = 200.00'
VPT 117+00.00 EL. = 987.22'
VPC 117+00.00 EL. = 987.22'
STA = 118+00.00 EL = 986.87' ex = 0.18' K = 286 L = 200.00'
VPT/VPC 119+00.00 EL. = 987.22'
STA = 120+00.00 EL = 987.57' ex = 0.32' K = 158 L = 200.00'
VPT 121+00.00 EL. = 989.18'
MATCHLINE - STA 122+00
1,00
990
980
970

EXHIBIT "C"

PHASE ONE ROADWAY IMPROVEMENTS



HORIZONTAL AND VERTICAL CONTROL DATA

POINT	X	Y	ELEV	DESC.
CNTL01	3,101,420.5440	10,190,802.4600	988.61'	CONTROL - IRON ROD SET

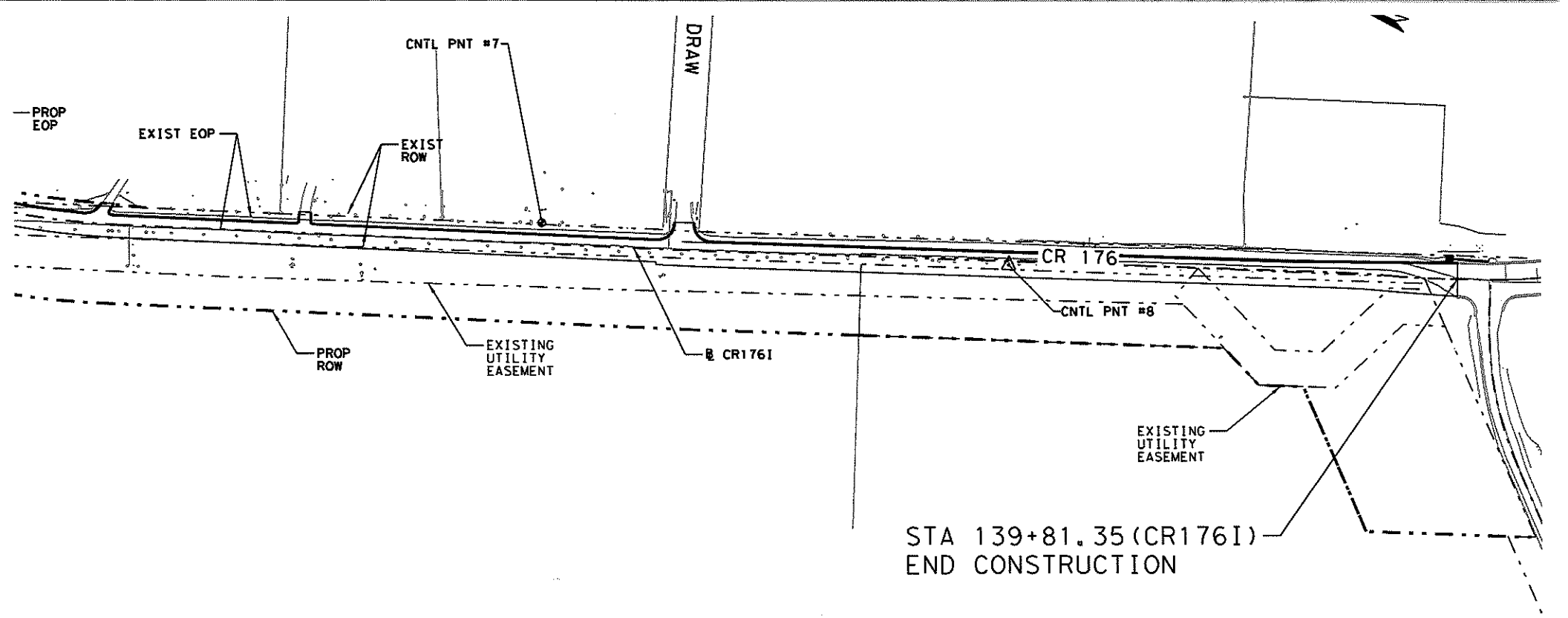
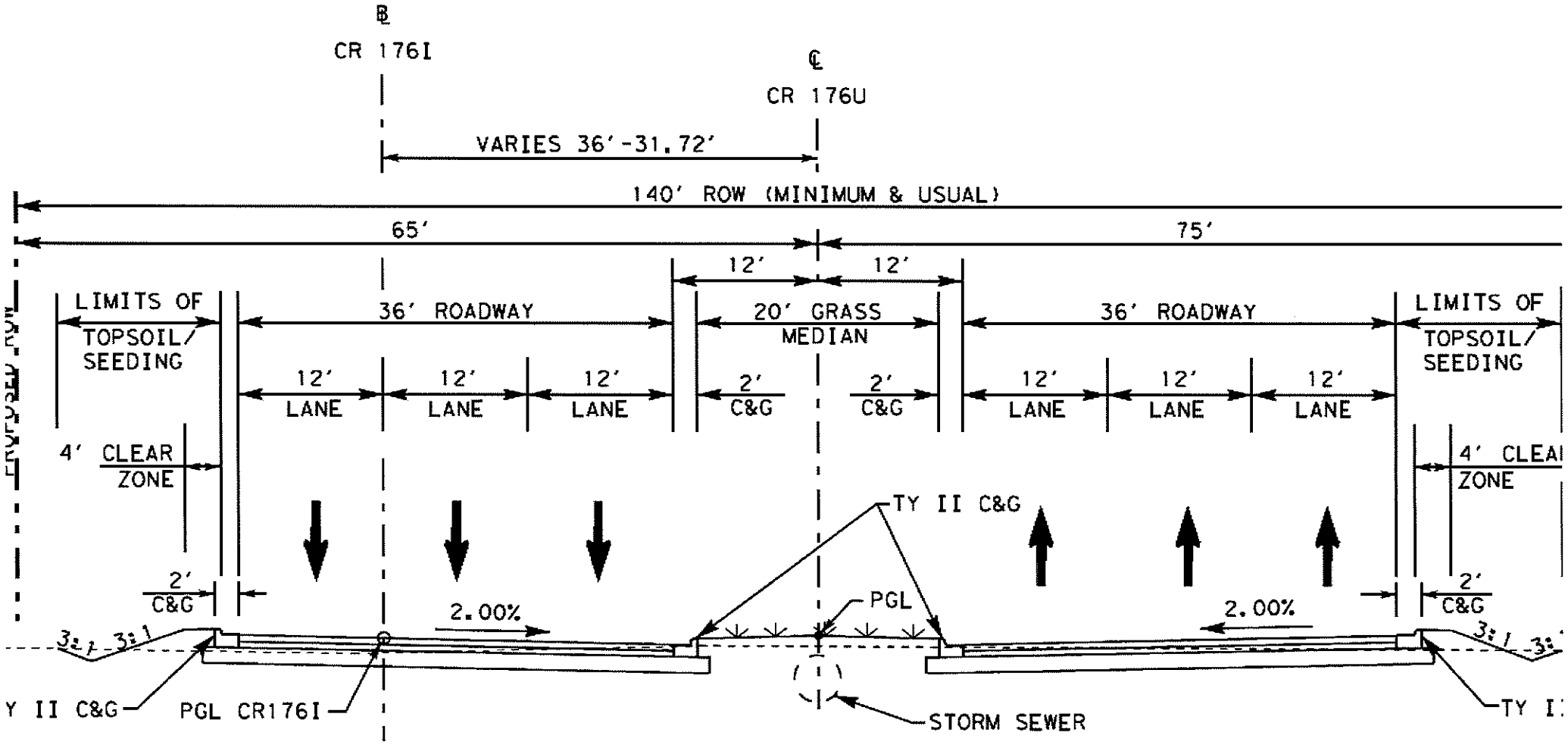

CNTL PNT #7
DRAW
PROP EOP
EXIST EOP
EXIST ROW
CR 176
CNTL PNT #8
PROP ROW
EXISTING UTILITY EASEMENT
℄ CR176I
EXISTING UTILITY EASEMENT
STA 139+81.35(CR176I)
END CONSTRUCTION

EXHIBIT "D"

PHASE TWO ROADWAY IMPROVEMENTS



CR 176 ULTIMATE

PROPOSED TYPICAL SECTION

N.T.S.

Commissioners Court - Regular Session **60.**

Meeting Date: 09/10/2019

CR 200 PEC Agreement

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 a letter agreement with She Shi and Yan Zhang for a PEC Easement needed on CR 200- Parcel 3. Funding Source: Road Bonds P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PEC Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 09:51 AM
Charlie Crossfield (Originator)	Charlie Crossfield	09/05/2019 10:19 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:00 AM
Form Started By: Charlie Crossfield		Started On: 09/05/2019 08:35 AM
Final Approval Date: 09/05/2019		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

June 18, 2019

Via e-mail yandirect@gmail.com
Steve Shi and Yan Zhang
724 Kaluga Trail

Re: CR200 expansion project
Parcel 3—PEC easement acquisition

Dear Steve and Yan:

In addition to the right of way parcel that Williamson County recently purchased from you, the existing Pedernales Electric Cooperative (PEC) lines which run across the frontage of your property will need to be relocated as part of the road construction project as well since their existing location will be in conflict with the proposed road facility.

The lines will be replaced immediately adjacent to the boundary of the new r.o.w. parcel purchased by the County, and in order to do that the County also needs to acquire a new fifteen (15) foot wide electric easement for the facilities, which equates to a 0.209 acre (9,108 SF) easement area. For the acquisition of these new easement rights the County is proposing to pay you an additional sum based upon the per acre unit value price which we previously agreed to pay to purchase the right of way.

For electric easement acquisitions we typically pay 90% of the full fee value, so in this case the purchase price would be calculated as follows:

0.209 ac. x $22,500/acre x 90% easement rights = **$4,232**

So please allow this letter to also confirm our agreement that in return for granting an electric easement to PEC as described herein, Williamson County will pay you the sum indicated above. The form of the easement will be as shown in Exhibit "A" attached hereto.

Upon request from County the Closing and completion of this transaction shall take place through Austin Title Company ("Title Company") within 30 days after full execution of this Agreement, or at other location, date and time agreed to between the parties. County shall be responsible for all fees and costs associated with Closing, except that each party shall be responsible for any attorney's fees they incur. If requested, Owner

shall assist County and Title Company with any curative measures or mortgage lien consent and subordination required as a condition of the Closing.

This agreement is being made in lieu of condemnation by County

If this meets with your understanding please execute the letter where indicated and return it to me, and we will in turn then have this approved and signed by the County and process this for payment and completion as quickly as possible along with your right of way purchase closing.

Very truly yours,

Lisa Dworaczyk

Lisa Dworaczyk
Sheets & Crossfield, P.C.

AGREED:

Steve Shi

Yan Zhang

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr. Date
County Judge

EXHIBIT "A" TO LETTER AGREEMENT

ELECTRIC UTILITY EASEMENT

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

That STEVE SHI and YAN ZHANG ("Grantor"), for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. ("Grantee"), of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

> Being a 0.209-acre (9,108 square feet) tract of land situated in the Richard West Survey, Abstract 643 in Williamson County, Texas and being out of Lot 57, Sundance Ranch, a plat recorded in Cabinet O, Slide 55, of the Plat Records of Williamson County, Texas and in Document No. 9701704 of the Official Public Records of Williamson County, Texas, said Lot 57 being conveyed to Steve Shi and Yan Zhang, husband and wife, by deed recorded in Document No. 2016037606, Official Public Records of Williamson County, Texas; said tract more particularly described by metes and bounds in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[signature page follows]

Virtual Grid/Facet No.:
Work Order No.:
Acct. No.:
Property Owner Name:

GRANTOR:

By:_____
STEVE SHI

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 17th day of AUGUST 2019 by STEVE SHI, in the capacity and for the purposes and consideration recited therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of AUGUST, 2019.

KIM NGUYEN
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-27-19

_____
Notary Public in and for
The State of Texas

GRANTOR:

By: Yan Zhang
YAN ZHANG

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 14 day of AUG 2019 by YAN ZHANG, in the capacity and for the purposes and consideration recited therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of AUG, 2019.

GEORGE PAUL GEORGULAS, III.
NOTARY PUBLIC
STATE OF TEXAS
ID# 10679615
EXPIRES 6-22-2022

Notary Public in and for
The State of Texas

Please Return to:
Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664

JOINDER AND CONSENT OF LIENHOLDER TO ELECTRIC EASEMENT

Mortgage Electronic Registration Systems, Inc., as nominee for United Wholesale Mortgage, as Beneficiary under a Deed of Trust executed by Steve She and Yan Zhang to Black, Mann and Graham, LLP, Trustee, recorded in Document No. 2016037607 (the "Grantor Security Document") of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this Electric Utility Easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

Mortgage Electronic Registration Systems, Inc.,
as nominee for United Wholesale Mortgage

By:_____
Name:_____
Title:_____

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, the _____of Mortgage Electronic Registration Systems, Inc., as nominee for United Wholesale Mortgage, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

_____
Notary Public in and for the State of

EXHIBIT A

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 3 - EASEMENT

BEING A 0.209 ACRE (9,108 SQUARE FEET) TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT 643 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF LOT 57, SUNDANCE RANCH, A PLAT RECORDED IN CABINET O, SLIDE 55, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C), AND IN DOCUMENT NO. 9701704, OF THE OFFICAIL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.), SAID LOT 57 BEING CONVEYED TO STEVE SHI AND YAN ZHANG, HUSBAND AND WIFE, BY DEED RECORDED IN DOCUMENT NO. 2016037606, O.P.R.W.C., SAID 0.209 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the intersection of a common line being the southerly line of said Lot 57, Sundance Ranch and a northerly line of a called 58.13 acre tract conveyed to Andrew S. Huang and Min S. Huang, husband and wife, by deed recorded in Document No. 2013086306, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.), with the proposed easterly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200), and being the southeast corner hereof, from said calculated point, the calculated southeast corner of said Lot 57 bears N 81°26'40" E along said common line, a distance of 533.38', and from said calculated corner a ½" iron rod found bears S 20°44'47" E, a distance of 0.29', also from said Point of Beginning, a calculated angle point in said common line bears N 81°26'40" E a distance of 1203.45', and from said calculated angle point, a ½" iron rod with "Forest" cap bears N 08°33'20" W a distance of 0.25', for reference;

1. **THENCE** S 81°26'40" W, with said common line, a distance of 15.10' to a ½" iron rod with SURVTEX plastic cap set on said common line at an angle point in the existing east right-of-way line of C.R. 200, a variable width right-of-way according to Document No. 2018095329, O.P.R.W.C.;

2. **THENCE** N 15°03'26" W, across said Lot 57 and with the proposed east line of said C.R. 200 a distance of 605.70' to a Mag Nail set on the common line between said Lot 57 and of Lot 1 of said Sundance Ranch, said Mag Nail also marking an angle point in the east line of C.R. 200, as recorded in Document No. 2018015444, O.P.R.W.C.;

3. **THENCE** N 69°13'47" E, along the common line of said Lot 57 and said Lot 1, a distance of 15.07' to a calculated point, from which a calculated point for a point of curvature in said common line bears N 69°13'47" E, a distance of 218.81', and from said calculated point a ½" iron rod found marking a point of curvature in the northerly line of a Private Roadway Easement recorded with said plat of Sundance Ranch bears N 20°35'23" W, a distance of 29.92', also from said calculated point

EXHIBIT A

County: Williamson County
Roadway: **CR. 200**

a ½" iron rod found marking a point of curvature in the southerly line of said Private Roadway Easement bears S 20°35'23" E, a distance of 29.92';

4. **THENCE** S 15°03'26" E, across said Lot 57 a distance of 608.91' to the **POINT OF BEGINNING** and containing 0.209 acres (9,108 square feet) of land, more or less.

Monumentation called to be set or found is based on the survey performed in December of 2017. No field checks were performed during the production of this document.

The bearings shown hereon are stated to be: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

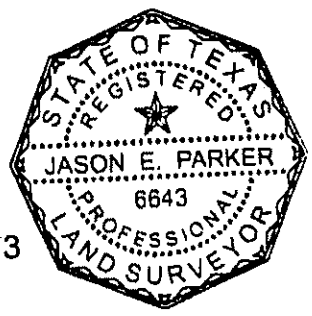
The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

This property description is accompanied by a separate plat of even date.

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

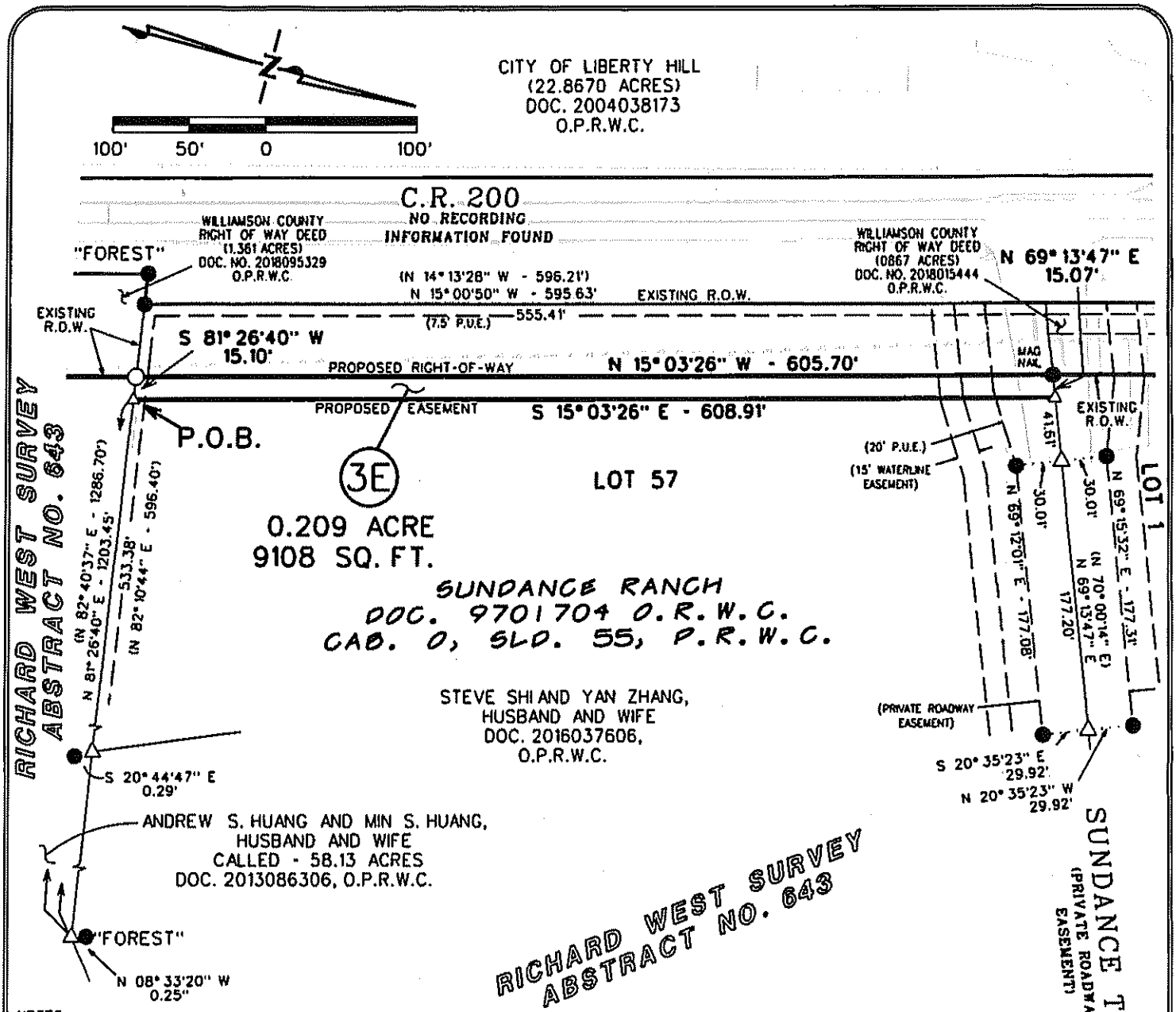
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 22 day of April, 2019, A.D.



Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

LEGEND

(UNLESS OTHERWISE NOTED)

■	TxDOT TYPE I MONUMENT FOUND
○	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

4.22.19
DATE

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

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

PARCEL 3E
ACRES: 0.209
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 100'
SHEET 3 OF 3

FILE: P03E.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

Commissioners Court - Regular Session **61.**

Meeting Date: 09/10/2019

CR 200 Real Estate Contract

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 a Real Estate Contract with the Estate of Janie L. Gonzalez for right of way needed on CR 200 (Parcel 23). Funding: Road Bonds P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gonzalez Contract Parcel 23

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:02 AM
Form Started By: Charlie Crossfield		Started On: 09/05/2019 08:37 AM
Final Approval Date: 09/05/2019		

REAL ESTATE CONTRACT

CR 200 Right of Way—Parcel 23

THIS REAL ESTATE CONTRACT ("Contract") is made by The Estate of Janie L. Gonzalez (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.381-acre (16,611 square feet) tract of land situated in the Richard West Survey, Abstract 643 in Williamson County, Texas and being out of three (3) tracts of land conveyed to Janie L. Gonzales as follows: a called 2.49 acre tract referred to as "Tract I" recorded in volume 1669, page 148, a called 2.51 acre tract referred to as "Tract II" recorded in volume 1669, page 142, and a called 5.00 acre tract recorded in volume 1669, page 145, all of the deed records of Williamson County, Texas, said .381 acres being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 23**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of TWENTY-NINE THOUSAND TWO-HUNDRED TEN and 00/100 Dollars ($29,210.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

Title

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

Inspection

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

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

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Austin Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before October 16, 2019 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

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

Compliance

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

Effective Date

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

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

By: Linda Solis
LINDA SOLIS, INDEPENDENT EXECUTRIX

Address: 3200 Dolphin Dr.
Austin, TX
78704

By: Linda Solis

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr.
County Judge

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

Date:_____

EXHIBIT A

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 23

BEING A 0.381 ACRE (16,611 SQUARE FEET) TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT 643 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THREE (3) TRACTS OF LAND CONVEYED TO JANIE L. GONZALES AS FOLLOWS: A CALLED 2.49 ACRE TRACT REFERED TO AS "TRACT I" RECORDED IN VOLUME 1669, PAGE 148, A CALLED 2.51 ACRE TRACT REFERED TO AS "TRACT II" RECORDED IN VOLUMENT 1669, PAGE 142, AND A CALLED 5.00 ACRE TRACT RECORDED IN VOLUME 1669M PAGE 145, ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.381 ACRES AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set on the common line of said "Tract I" and Lot 39, Stage Coach Hill Subdivision, a subdivision recorded in said Document 2005080010 and in Cabinet AA, Slide 334 of the Plat Records of Williamson County, Texas, also being a southerly terminal point of the proposed east right-of-way line of C.R. 200, and being the southeast corner of the herein described tract, from which, the calculated southeast corner of said "Tract I" bears N 89°26'22" W, 540.01' and from said calculated corner, a 1/2" iron rod found bears N 00°33'38" W, 0.79', also from said calculated point, a ½" iron rod found marking the southwest corner of said 5.00 acre tract bears N 89°26'22" W, 244.06', both for reference

1. **THENCE** N 89°29'32" W, with the south line of said "Tract I", same being the north line of said Lot 39, at 25.78' pass the calculated northwest corner of said Lot 39, same being an angle point in the east line of Williamson County Road 200 (C.R. 200) (a variable width right-of-way (R.O.W.) as shown on said Stage Coach Hill Subdivision, and continuing with the south line of said "Tract I" for a total distance of 47.68' to a 1/2" iron rod found marking the southwest corner of said "Tract I" and being the southwest corner of the herein described tract;

2. **THENCE** N 23°15'10" W, with the west line of said "Tract I", same being an east line of said C.R. 200, 52.31' to a ½" iron rod found;

3. **THENCE** N 12°27'43" W, with the west line of said "Tract I", said 5.00 acre tract, and said "Tract II", same being an east line of said C.R. 200, 272.33' to a ½" iron rod found marking an angle point in the west line of said "Tract II";

EXHIBIT __

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** N 11°16'17" E, with the west line of said "Tract II", same being an east line of said C.R. 200, 68.00' to a 1/2" iron rod found marking the northwest corner of said "Tract II" also being the southwest corner of a called 19.99 acre tract conveyed to Amy E. Tomko and Virgil P. Greenwood recorded in Document No. 2005026247 of the Official Public Records of Williamson County, Texas and being the northwest corner of the herein described tract;

5. **THENCE** N 64°54'22" E, with the north line of said "Tract II", same being a south line of said 19.99 acre tract, 37.88' to a 1/2" iron rod with plastic cap stamped "SURVTEX" set at the intersection of said line with the proposed curving east line of C.R. 200 and being the northeast corner of the herein described tract;

6. **THENCE** across said "Tract I" and along the arc of a curve to the left being the proposed east right-of-way line of C.R. 200, at a distance of 266.69' pass a 1/2" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed east line of C.R. 200 with a common line of said "Tract II" and said 5.00 acre tract, and continuing for a distance of 20.35' pass a 1/2" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed east line of C.R. 200 with a common line of said 5.00 acre tract and of said "Tract I", and continuing for a total arc length of 347.51' (Radius: 875.00', Delta: 22°45'18", Chord: S 09°41'00" E – 345.23') to a 1/2" iron rod with plastic cap stamped "SURVTEX" set at the end of said curve;

7. **THENCE** S 21°03'39" E, continuing across said "Tract I" and with the proposed east right-of-way line of C.R. 200, 60.78' to the **POINT OF BEGINNING** and containing 0.381 acres (16,611 square feet) of land, more or less;

EXHIBIT __

County: Williamson County
Roadway: **CR. 200**

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

This property description is accompanied by a separate plat of even date.

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

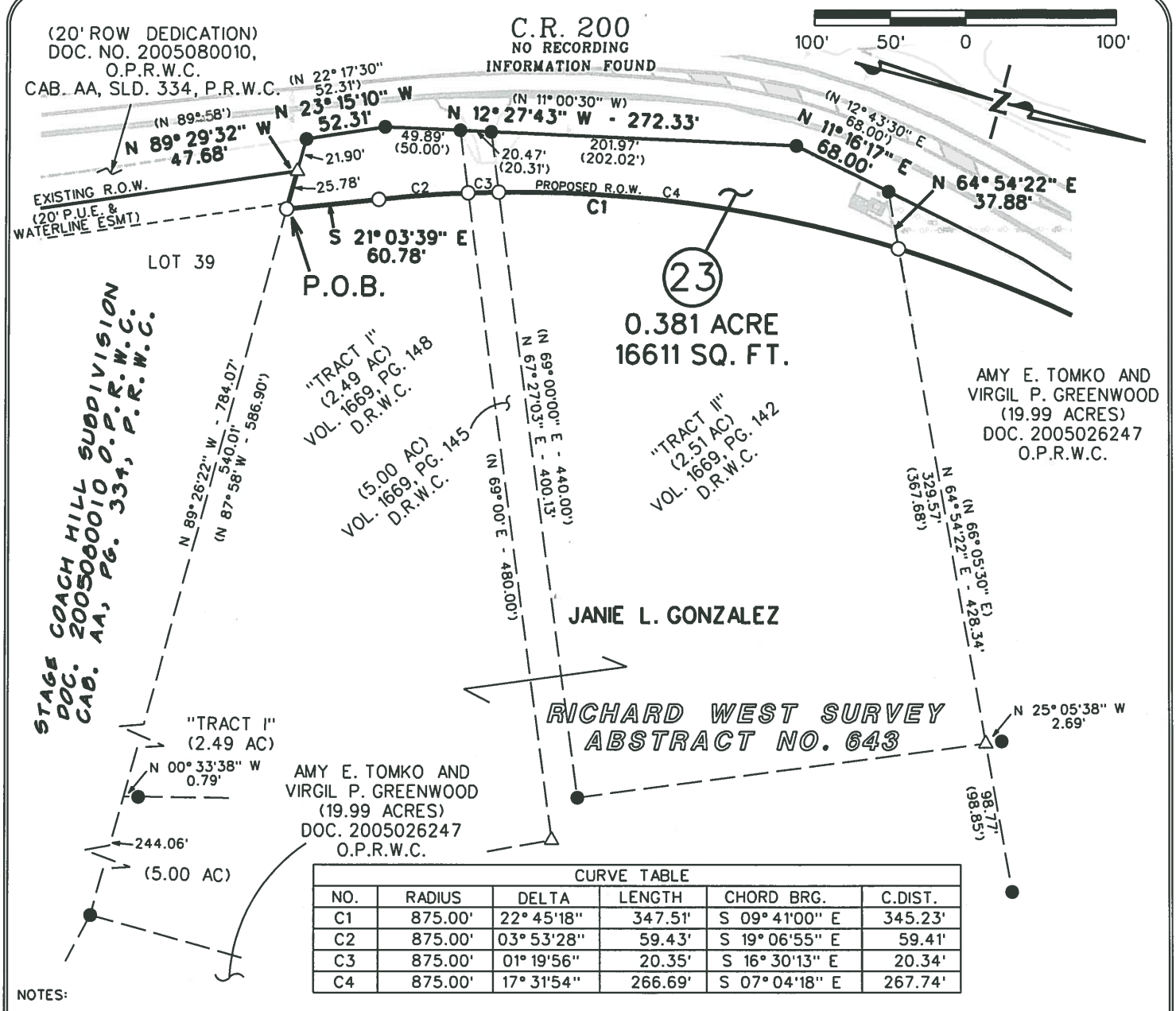
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 26th day of April, 2019, A.D.



Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600



CURVE TABLE					
NO.	RADIUS	DELTA	LENGTH	CHORD BRG.	C.DIST.
C1	875.00'	22° 45'18"	347.51'	S 09° 41'00" E	345.23'
C2	875.00'	03° 53'28"	59.43'	S 19° 06'55" E	59.41'
C3	875.00'	01° 19'56"	20.35'	S 16° 30'13" E	20.34'
C4	875.00'	17° 31'54"	266.69'	S 07° 04'18" E	267.74'

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

LEGEND

(UNLESS OTHERWISE NOTED)

- ■ TxDOT TYPE I MONUMENT FOUND
- ○ 1/2" IRON ROD SET WITH "SURVTEX" CAP
- ● 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION

D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

4.26.19
DATE

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

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

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

PARCEL 23
ACRES: 0.381
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 100'
SHEET 4 OF 4

FILE: P23.dgn

Exhibit B

Parcel 23

DEED

County Road 200 Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

> All of that certain 0.381-acre (16,611 square feet) tract of land situated in the Richard West Survey, Abstract 643 in Williamson County, Texas and being out of three (3) tracts of land conveyed to Janie L. Gonzales as follows: a called 2.49 acre tract referred to as "Tract I" recorded in volume 1669, page 148, a called 2.51 acre tract referred to as "Tract II" recorded in volume 1669, page 142, and a called 5.00 acre tract recorded in volume 1669, page 145, all of the deed records of Williamson County, Texas, said .381 acres being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 23**);

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 200.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2019.

[signature page follows]

GRANTOR:

_____

Linda Solis, Independent Executrix for the Estate of Janie L. Gonzalez

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2019 by Linda Solis in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of _____

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:

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

Commissioners Court - Regular Session **62.**

Meeting Date: 09/10/2019

Recognition of the Purchasing Department for 2019 AEP Award

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing the Purchasing Department as a recipient of the 2019 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

Background

The 2019 award represents the 20th consecutive year that Williamson County has achieved this prestigious honor and recognition. The Achievement of Excellence in Procurement award is nationally and internationally recognized as the gold standard for the achievement of excellence, innovation and best practices in the profession of public procurement. The award criteria have evolved since the award's inception to reflect changes that have occurred in areas such as technology, while maintaining the high standards and insistence on public procurement best practices that the award is known for. In 1995, the National Procurement Institute, Inc. (NPI) established this program designed to recognize organizational excellence in public procurement. The Achievement of Excellence in Procurement® (AEP) is awarded annually. This prestigious award is earned by those organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure Innovation, Professionalism, Productivity, E-procurement, and Leadership attributes of the procurement organization. National and international sponsors include: the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), the National Institute for Public Procurement (NIGP), the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

2019 Press Release

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/04/2019 12:49 PM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:15 PM
Form Started By: Randy Barker		Started On: 08/23/2019 10:40 AM
Final Approval Date: 09/04/2019		

August 5, 2019

The Honorable Judge Bill Gravell
County Judge
Williamson County
710 Main Street Ste. 101
Georgetown, TX 78626

Dear Judge Gravell,

I'm pleased to inform you that your agency's procurement department has earned the 2019 Achievement of Excellence in Procurement® Award. The continuously evolving AEP criteria are designed to measure and provide benchmarks for public procurement best practices.

Williamson County is one of only 48 agencies in Texas and one of only 42 counties in the United States and Canada to receive the award.

We encourage you to share this prestigious award with your colleagues and your community. A sample press release is located on our website at www.npiconnection.org/aep/media

Congratulations on the 2019 Achievement of Excellence in Procurement® Award!

Sincerely,

Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Award Officer

cc: Mr. Randy Barker, CPPO, CPPB, Purchasing Agent/Director

The Achievement of Excellence in Procurement® recognizes organizational excellence in public and non-profit procurement. The award criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), NIGP: The Institute for Public Procurement, the National Association of Educational Procurement (NAEP), the National Association of State Procurement Officials (NASPO), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC/CCMP).

NATIONAL PROCUREMENT INSTITUTE, INC.
PO Box 2774, Rockport, TX 78381
Tel: 702.989.8095 Fax: 702.967.0744 Toll Free: 866.877.7641
www.npiconnection.org

PRESS RELEASE

CONTACT: Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Officer
PO Box 9000, Presidio Station
San Francisco, CA 94129-0601
Phone: 415-923-2208, E-Mail: bgarrity@goldengate.org

The Williamson County Purchasing Department has been awarded the prestigious 24th Annual Achievement of Excellence in Procurement® (AEP) for 2019 from the National Procurement Institute, Inc. (NPI). The AEP Award is earned by public and non-profit agencies that demonstrate a commitment to procurement excellence. This annual program recognizes procurement organizations that embrace Innovation, Professionalism, Productivity, Leadership and e-Procurement.

The AEP program encourages the development of excellence as well as continued organizational improvement to earn the award annually.

For 2019, there were 202 successful applicants, including 42 counties, 67 cities, 25 higher education agencies, 23 school districts, 39 special districts, 4 state agencies and 2 others.

In addition to the National Procurement Institute, Inc. (NPI), the AEP is sponsored by the California Association of Public Procurement Officials (CAPPO), Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC), Florida Association of Public Procurement Officials (FAPPO), National Association of Educational Procurement (NAEP), National Association of State Procurement Officials (NASPO), NIGP: The Institute for Public Procurement and Texas Public Purchasing Association (TxPPA). The AEP is supported by the Airport Purchasing Group (APG), OMINA Partners, Sustainable Purchasing Leadership Council (SPLC) and the Universal Public Procurement Certification Council (UPPCC).

Commissioners Court - Regular Session **63.**

Meeting Date: 09/10/2019

Obesity Awareness Proclamation

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation designating the week of September 8, 2019 as Obesity Awareness Week in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Obesity Awareness Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:21 PM
Form Started By: Garry Brown		Started On: 09/04/2019 12:59 PM
Final Approval Date: 09/04/2019		

PROCLAMATION

WHEREAS, the Williamson County Commissioners Court recognizes obesity as a public health problem as 31% of Williamson County adults are obese according to County Health Rankings, and

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports that obesity is largely connected to conditions such as heart disease, stroke, type 2 diabetes, hypertension, and cancer; and

WHEREAS, obesity is preventable, and the key to maintaining a healthy weight is all about living a lifestyle that includes healthy eating and regular exercise; and

WHEREAS, the Department of Health and Human Services recommends that adults get at least 150 minutes of physical activity per week and children (6-17 years old) get 60 minutes of physical activity per day; and

WHEREAS, the Texas Department of Agriculture's MyPlate dietary guidelines recommend making half of your plate filled with fruits and vegetables, a quarter of your plate filled with protein, and a quarter of your plate filled with grains; and

WHEREAS, the Williamson County and Cities Health District (WCCHD) recognizes Chronic Disease as one of the Top 5 Health Priorities in Williamson County; and

WHEREAS, Healthy Williamson County coalition's working group, Healthy Living, is a dedicated group of organizations that encourages healthy eating, active living, and advocates for work environments that promote employee wellness; and

WHEREAS, Texas Obesity Awareness Week was established in the 80th Legislative Session (2007) and is intended to raise awareness of the health risks associated with obesity and to encourage Texans to achieve and maintain a healthy lifestyle.

NOW, THEREFORE, BE IT RESOLVED THAT the Williamson County Commissioners Court hereby proclaims the week of September 8th, 2019 as Obesity Awareness Week in Williamson County and encourage everyone to learn more about living a healthy lifestyle at www.healthywilliamsoncounty.org/healthy.

Signed on this date: _____

_____

Bill Gravell, County Judge

_____ _____

Terry Cook, Commissioner Precinct 1 Valerie Covey, Commissioner Precinct 3

_____ _____

Cynthia Long, Commissioner Precinct 2 Russ Boles, Commissioner Precinct 4

Commissioners Court - Regular Session **64.**

Meeting Date: 09/10/2019

Approving Texas A&M AgriLife Extension Agent - Family & Community Health

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Andrea Haubner as the Texas A&M AgriLife Extension Service – Family & Community Health Agent.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Haubner Resume

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/03/2019 08:31 AM
Ag Extension (Originator)	Katherine Whitney	09/05/2019 11:44 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:46 AM
County Judge Exec Asst.	Andrea Schiele	09/06/2019 11:06 AM
Form Started By: Katherine Whitney		Started On: 08/30/2019 03:20 PM
Final Approval Date: 09/06/2019		

Andrea M. Haubner

Andrea.Haubner@ag.tamu.edu

Career Summary

Enthusiastic and passionate individual with experience in health and agricultural educational programming. Proficient in developing and implementing educational programs and activities in collaboration with various committees and partners. Able to manage multiple projects in collaborative environment.

Experience

Better Living for Texans (BLT) Extension Educator, Bell County AgriLife Extension Office, July 2018-present

- Planned, coordinated, and implemented BLT educational programming aimed at improving nutrition and physical activity for SNAP-Ed eligible audiences in various organizations in response to emerging issues and vendor needs in Bell County
- Collected and utilized evaluation data from program participants to strengthen programming efforts and to measure program impacts for various leaders, supervisors, and elected officials in Bell County
- Prepared monthly and annual summaries of programming impact and budgetary updates in Texas Data platform, Commissioner's Court reports, and for BLT state officials
- Identified and recruited adult master wellness and master gardener volunteers to assist or lead BLT educational programming in various locations
- Lead BLT/FCH Advisory Board Committee, served as secretary on the CT4C Health Advisory Board Committee, and served as a member of the Temple College Circle of Support Committee
- Regularly attended conferences, trainings, and online meetings to increase skills, knowledge, and to stay informed on policy and research related to extension programming
- Assisted FCH CEA with Dinner Tonight Healthy Cooking School programming, various 4-H health and cooking workshops, Progressive Agriculture Safety Day, and Region 12 Education Service Center Career Day
- Assisted and helped to coordinate joint work county programming and events including Hunter's Spectacular, 4-H Open House, and the Bell County Youth Fair

Associate Instructional Specialist, 4-H CAPITAL AmeriCorps, Travis County AgriLife Extension Office**,** Aug. 2017-present

- Planned and taught garden science, nutrition, and natural resources after-school classes at Title I elementary schools in Austin and Del Valle Independent school districts using engaging teaching methods and strategies
- Developed and implemented a guidebook to support current and future garden-to-plate and nutrition curriculum
- Conducted weekly reports and kept record evaluating current educational programming for grant reporting purposes
- Participated in garden science committee and collaborated with various committees to support educational program implementation to serve the current and emerging needs of 4-H programming

Farm Intern, Plenty! Farm and Food Bank, Floyd, VA, Summer 2016

- Advised families in food banks about nutrition and cooking
- Assisted farm manager in daily maintenance of farm operations including planting from seed, maintaining healthy plants, and harvesting
- Maintained soil fertility through best management practices, including analyzing soil reports and making appropriate amendments

Ticket Office Associate, Virginia Tech Athletic Ticketing Office, Blacksburg, VA Aug. 2013 – Aug. 2017

- Communicating effectively while assisting patrons with inquires and questions
- Sold tickets during Virginia Tech basketball, football game seasons, and tracked patron data using Paciolan software

Lifeguard and Kitchen Assistant, Blue Ridge Christian Camp, Blacksburg, VA, Summers 2010 – 2016

- Served as Ropes Facilitator and Head of SWAT (serving, working, and training) volunteers
- Supervised the safety of all campers in the pool area and maintained pool chemical balance
- Mediated and organized food preparation, maintenance of salad bar, and canteen manager

Volunteer and Leadership Experience

- **Master Wellness Volunteer,** Bell County AgriLife Extension Office
- **Sustainable Food Center**, Kitchen Assistant and "Taste the Place" Volunteer, Austin, TX, Aug.2017-present

Education

B.S. Crop and Soil Environmental Science (2017)
Minors: Leadership and Social Change, Spanish
Virginia Polytechnic Institute & State University (Virginia Tech), Blacksburg, VA

Skills

- Proficient in MS Word, PowerPoint, Excel, and Outlook
- Develop and manage social media and general education materials
- Proficient in tracking hours worked and mileage
- StateFoodSafety Texas Food Handler Training Program

Commissioners Court - Regular Session **65.**

Meeting Date: 09/10/2019

2020 Census Complete County Committee

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on forming a Williamson County Complete County Committee for the 2020 US Census.

Background

The Complete Count Committees (CCC) program is key to creating awareness in communities all across the country. When community members are informed, they are more likely to respond to the census.
A Complete Count Committee should be formed to:
• Increase the self-response rate for households responding online, by phone, or mailing back their questionnaire through a focused, structured, neighbor-to-neighbor program.
• Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.
• Bring together a cross-section of community members whose focus is 2020 Census awareness

---

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	09/04/2019 12:32 PM
Form Started By: Connie Odom		Started On: 09/04/2019 11:58 AM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **66.**

Meeting Date: 09/10/2019

WCAD Board

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 a resolution regarding Williamson Central Appraisal District Board of Directors votes.

Background

A letter from Chief Appraiser, Alvin Lankford is attached that summarizes the election procedures that are specified in Section 6.039e) of the Texas Property Tax Code. Hal Hawes drafted the attached resolution for Board of Director nomination that is due before October 15th, 2019. The attachment (Votes Available) shows the votes available to taxing jurisdictions. Williamson County has 1,050 votes available in 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution WCAD

Lankford Letter

Votes Available

Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2019 12:03 PM
Commissioner Pct. 2 (Originator)	Kathy Pierce	08/30/2019 01:03 PM
Commissioner Pct. 2 (Originator)	Kathy Pierce	09/03/2019 11:36 AM
Form Started By: Kathy Pierce		Started On: 08/26/2019 10:00 AM
Final Approval Date: 09/03/2019		

RESOLUTION

OF

WILLIAMSON COUNTY COMMISSIONERS COURT

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, Williamson County, Texas wishes to nominate the following individual(s):

_____

_____

_____

NOW THEREFORE BE IT RESOLVED BY the Williamson County Commissioners Court, that Williamson County, Texas hereby nominates the individual(s) listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED this _____ day of _____, 20_____.

Signed: _____

Bill Gravell, Jr.
Williamson County Judge

"We will provide quality service with the highest standards of professionalism, integrity and respect. We will uphold these standards while providing an accurate, fair and cost-effective appraisal roll in compliance with the laws of the State of Texas."

Dear Sir of Madam,

According to Section 6.03(e) of the Texas Property Tax Code I am notifying you of the number of votes to which your unit is entitled in the election of the Board of Directors for the Williamson Central Appraisal District.

Also included is a brief outline of the election procedures in order to assist you in your scheduling of the required actions. A description of eligibility requirements and a listing of additional taxing units is also included.

Nominations must be made by resolution and returned to me before **October 15, 2019**. A sample resolution has been provided for your review. We ask that the general information sheet be completed for each nomination. For your information, the following current Board of Director members are willing to serve again: Charles Chadwell, Harry Gibbs, Donald Hisle, Rufus Honeycutt and Jon Jewett.

The answers to our most frequently asked questions are located on our website at: https://www.wcad.org/entity-portal/. If you have any questions, or if I can be of assistance, please feel free to call.

With Kindest Regards,

Alvin Lankford

Alvin Lankford
Chief Appraiser

ARL/cam

Links (also included in email):

- *Election Votes*
- *Election Procedures*
- *Election Requirements*
- *Additional Taxing Jurisdiction Listing*
- *Sample Resolution*
- *General Information Sheet*

Board of Directors: Charles Chadwell, Chairman; Harry Gibbs, Vice-Chairman; Donald L. Hisle, Secretary; Rufus Honeycutt; Jon Jewett; Larry Gaddes

Chief Appraiser: Alvin Lankford, alvinl@wcad.org

625 F.M. 1460, Georgetown, Texas 78626
(512) 930-3787 www.wcad.org

2019
Board Election Votes

Taxing Jurisdiction	Number of Votes
City of Austin	120
City of Bartlett	0
City of Cedar Park	135
City of Coupland	0
City of Florence	0
City of Georgetown	110
City of Granger	0
City of Hutto	35
City of Jarrell	5
City of Leander	85
City of Liberty Hill	5
City of Pflugerville	0
City of Round Rock	200
City of Taylor	35
City of Thorndale	0
City of Thrall	0
City of Weir	0
Bartlett ISD	5
Burnet ISD	0
Coupland ISD	5
Florence ISD	15
Georgetown ISD	495
Granger ISD	5
Hutto ISD	185
Jarrell ISD	65
Leander ISD	805
Lexington ISD	0
Liberty Hill ISD	135
Pflugerville ISD	0
Round Rock ISD	1265
Taylor ISD	60
Thorndale ISD	0
Thrall ISD	15
Williamson Co. & FM/RD	1050
Austin Community College	160
EWC Higher Ed Center	5
Total	**5000**

	Required Computations per Tax Code Section 6.03(d)				
Taxing Jurisdiction	2018 Levy	Quotient	x 1,000	Rounded	x 5
City of Austin	$ 33,510,794.73	2.44%	24.36	24	120
City of Bartlett	$ 172,613.43	0.01%	0.13	0	0
City of Cedar Park	$ 37,181,050.74	2.70%	27.03	27	135
City of Coupland	$ 49,466.67	0.00%	0.04	0	0
City of Florence	$ 324,870.21	0.02%	0.24	0	0
City of Georgetown	$ 30,253,924.70	2.20%	21.99	22	110
City of Granger	$ 403,929.58	0.03%	0.29	0	0
City of Hutto	$ 9,565,468.88	0.70%	6.95	7	35
City of Jarrell	$ 748,840.10	0.05%	0.54	1	5
City of Leander	$ 23,639,940.21	1.72%	17.19	17	85
City of Liberty Hill	$ 1,302,857.55	0.09%	0.95	1	5
City of Pflugerville	$ 78,768.53	0.01%	0.06	0	0
City of Round Rock	$ 55,199,427.87	4.01%	40.13	40	200
City of Taylor	$ 8,947,847.05	0.65%	6.51	7	35
City of Thorndale	$ 473.45	0.00%	0.00	0	0
City of Thrall	$ 255,045.37	0.02%	0.19	0	0
City of Weir	$ 72,272.14	0.01%	0.05	0	0
Bartlett ISD	$ 590,176.43	0.04%	0.43	1	5
Burnet ISD	$ 147,451.00	0.01%	0.11	0	0
Coupland ISD	$ 813,093.95	0.06%	0.59	1	5
Florence ISD	$ 4,530,158.83	0.33%	3.29	3	15
Georgetown ISD	$ 136,201,451.52	9.90%	99.02	99	495
Granger ISD	$ 1,797,928.96	0.13%	1.31	1	5
Hutto ISD	$ 50,918,750.56	3.70%	37.02	37	185
Jarrell ISD	$ 18,360,137.17	1.33%	13.35	13	65
Leander ISD	$ 221,534,796.98	16.11%	161.06	161	805
Lexington ISD	$ 24,099.80	0.00%	0.02	0	0
Liberty Hill ISD	$ 36,464,912.89	2.65%	26.51	27	135
Pflugerville ISD	$ 174,703.12	0.01%	0.13	0	0
Round Rock ISD	$ 347,648,980.76	25.27%	252.74	253	1265
Taylor ISD	$ 17,027,134.79	1.24%	12.38	12	60
Thorndale ISD	$ 199,444.37	0.01%	0.14	0	0
Thrall ISD	$ 3,380,155.06	0.25%	2.46	3	15
Williamson Co. & FM/RD	$ 288,645,311.79	20.98%	209.85	210	1050
Austin Community College	$ 43,755,261.84	3.18%	31.81	32	160
EWC Higher Ed Center	$ 1,575,535.87	0.11%	1.15	1	5
	$ 1,375,497,076.90	100.00%	1000.00	1000	5000

Jon Jewett Bio

Mr. Jon Jewett was born into a military family and relocated many times as his father was stationed at different bases, including once to Germany. He attended the California State Maritime Academy, where he earned a Bachelor of Science in Marine Engineering. Upon graduation, he received a U.S Coast Guard license as a Ship's Engineer and a Navy Reserve Commission. During the Vietnam War, he delivered needed supplies to the troops in Vietnam, including Military Issued Allotments (rations) of beer. In 1974 he became a civilian staff instructor in the Navy Nuclear Power Program, conducting training exercises on propulsion and vessel operations of submarines for Navy personnel. In 1978, he was discharged from the Navy Reserve with the rank of Lieutenant. He served as a Project Manager, making video/text training programs for maintenance of commercial power plant equipment. Upon returning to sea, Mr. Jewett was a Cargo Engineer on a 125,000-ton Liquified Natural Gas tanker and was in the Alaska trade shipping crude oil from Valdez to the Gulf coast. He was next employed by United States Lines and then Sea-Land Service, Inc., where he was the Chief Engineer on a 32,000-shaft horsepower turbine driven container ship. Mr. Jewett has attended numerous trainings throughout the years, including the Texas A & M Marine Fire Fighting Academy in College Station, where he graduated, making him an Aggie.

Mr. and Mrs. Jewett retired to Reno Nevada. They then followed the grandchildren to Texas, settling in Cedar Park. Mr. Jewett has continued his service to his community. He has volunteered in many roles, including being a member of the Cedar Park Bond Review Committee; a two-time member of the City of Cedar Park Charter Review Committee; a member of the American Legion, where he served as the Chaplin, promoting patriotism, honor and practicing continued devotion to fellow service members and veterans. Mr. Jewett has also served as Election Judge in Williamson County elections, in all but one election since 2008.

Mr. Jewett currently serves on the Williamson Central Appraisal District Board of Directors. He has taken the Open Meetings and Open Records training required for this position. He understands fully the duties and responsibilities of the position and is willing to continue to serve. He enjoys being able to serve in the role, which helps ensure WCAD continues to remain in compliance with Texas Comptrollers audits, operates ethically and efficiently, and continues to receive outstanding customer service satisfaction results from Williamson County property owners.

He and his wife of twenty-four years have lived in Williamson County since 2006.

Commissioners Court - Regular Session **67.**

Meeting Date: 09/10/2019

Proposed Budget Order

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the FY19/20 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY19/20 Budget Order - Track Changes

FY19/20 Budget Order - No Markup

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	09/03/2019 02:48 PM
Form Started By: Melissa Goins		Started On: 09/03/2019 10:23 AM
Final Approval Date: 09/03/2019		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2019/2020 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2019/2020;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	126,182.00 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	156,999.96 per year
d)	Judge of the County Court at Law #3	184,999.96 per year
e)	Judge of the County Court at Law #4	184,999.96 per year
f)	County Attorney	161,709.96 per year
g)	County Sheriff	127,475.75 per year
h)	County Clerk	104,521.54 per year
i)	County Tax Assessor/Collector	108,691.18 per year
j)	District Clerk	104,521.54 per year
k)	County Treasurer	100,563.99 per year
l)	Each County Commissioner	102,747.63 per year
m)	Each Justice of the Peace	91,468.43 per year
n)	Each Constable	86,522.43 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2019/2020 budget year is as follows:

Veterans Day	Monday	November 11, 2019
Thanksgiving Holiday	Thursday Friday	November 28, 2019 November 29, 2019
Christmas Holiday	Tuesday Wednesday	December 24, 2019 December 25, 2019
New Year's Holiday	Wednesday	January 1, 2020
Martin Luther King Day	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Holiday	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020

See Addendum: The Williamson County Employee Policy Manual (September 11, 2018). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) ~~– Training officers must maintain the proper certification and follow all established operating procedures.~~ Designated positions listed below~~The positions designated as Field Training Officers~~ will be paid $150 per month. ~~The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:~~

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

Formatted: Indent: Left: 0"
Formatted: Indent: Left: 2"
Formatted: Tab stops: 0.93", Left
Formatted: Indent: Left: 0.75", First line: 0"
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: Bold

2. Crisis Intervention Team Supplemental Pay (CIT) – ~~Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures.~~ Designated positions ~~below~~The positions designated for CIT pay will be paid $250 per month. ~~The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:~~

Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay – ~~Training Specialist must maintain the proper certification and follow all established operating procedures.~~ Designated positions ~~below~~The positions designated as Training Specialist will be paid $100 per pay period. ~~The following departments/offices are authorized to receive Training Specialist pay for the maximum number of positions listed:~~

Emergency Communications – Maximum of 16 positions

4. On – call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and all District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds. ~~The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to receive on- call pay for the maximum number of positions and amounts listed:~~

~~D~~**District Attorney's Office** – Maximum of 1 Ass~~t.istant~~ District Attorney, $300 per week ~~to be paid by the District Attorney's Asset Forfeiture Fund~~
Facilities Maintenance – Maximum of 2 non – exempt positions, ~~$75~~ $100 per week
Technology Services – Maximum of 1 position, $200 per week

Sheriff's Office:
Detectives – Maximum of 2 positions, $200 per week
Sergeant Detective – Maximum of 1 position, $200 per week
Crime Scene/ Special Evidence Tech – Maximum of 1 position, $200 per week
~~S~~**SWAT** – Maximum of 8 positions, $200 per week
Transportation Deputies (Corrections) ~~(Corrections)~~ – Maximum of 2 positions, $200 per week
~~V~~**Victim's Assistance** – Maximum of 1 position, $200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for the office listed below for ongoing maintenance of certifications by the Texas Board of Legal Specialization. ~~Funding amount is $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund. The following department/office is authorized to receive supplemental pay for the maximum number of positions listed:~~

Formatted: Font: Bold
Formatted: Indent: Left: 0.75", First line: 0"
Formatted: Font: Bold
Formatted: Indent: Left: 0.75", First line: 0"
Formatted: Font: Bold
Formatted: Indent: Left: 0.75"
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Indent: Left: 0.75", First line: 0"
Formatted: Font: Bold
Formatted: Underline
Formatted: Font: Bold
Formatted: Indent: Left: 0.75"
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: Not Bold
Formatted: Font: Bold
Formatted: Font: Bold

District Attorney – Maximum of 5 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

~~6. On – call Pay – Specific positions within the Sheriffs' Office and Corrections are eligible for on – call pay due to the demand for after hour services. The positions designated for on – call pay must follow all established operating procedures. Funding amount is $200 per week to be paid by the Sheriff Office's State and Local Forfeiture Funds. The following positions are authorized to receive on – call pay for the maximum number of positions and amounts listed:~~

~~Detectives – Maximum of 2 positions~~
~~Sergeant Detective – Maximum of 1 position~~
~~Crime Scene/ Special Evidence Tech – Maximum of 1 position~~
~~SWAT – Maximum of 8 positions~~
~~Transportation Deputies (Corrections) – Maximum of 2 positions~~
~~Victim's Assistance – Maximum of 1 position~~

7. Night Shift Differential – Specific positions listed below within Facilities are eligible for shift differential pay due to the demand for after hour services at the Williamson County Jail. ~~The positions designated for shift differential must follow all established operating procedures. Funding amount is an additional $1 per hour to be paid by the Building Maintenance General Fund Account. The following positions are authorized to receive shift differential pay for the maximum number of positions listed:~~

Facilities – Maximum of 2 positions, $1 per hour

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson

Formatted: Font: Bold
Formatted: Indent: Left: 0.75"
Formatted: Indent: Left: 0.75", First line: 0"

Commented [MG1]: Employees are currently receiving a shift differential of $1 per hour for working the 3pm to 11pm shift at the Williamson County Jail. Shift differentials have not been approved by the Commissioners Court in the Budget Order, so this amount is not included in the FY20 recommendations from HR. Please note: should the Court decide to discontinue the shift differential, the employees will take a $1 per hour cut in pay or it could be rolled into their current salaries and not granted moving forward, should the positions become vacant. To add the shift differential back in would be approx. $5,100. Other offices have requested shift differentials in the past and they have not been recommended.

Formatted: Font: Bold
Formatted: Indent: Left: 0.75"
Formatted: Indent: Left: 0", First line: 0"
Formatted: Indent: Left: -0.06"
Formatted: Indent: Left: -0.06", Don't add space between paragraphs of the same style
Formatted: Indent: Left: -0.06", Don't add space between paragraphs of the same style, Line spacing: single
Formatted: Indent: Left: -0.06", Don't add space between paragraphs of the same style
Formatted: Indent: Left: -0.06", Don't add space between paragraphs of the same style, Line spacing: single
Formatted: Don't add space between paragraphs of the same style, Line spacing: single
Formatted: Don't add space between paragraphs of the same style
Formatted: Don't add space between paragraphs of the same style, Line spacing: single

County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

Formatted: Don't add space between paragraphs of the same style

Formatted: Indent: Left: 0", Don't add space between paragraphs of the same style

Formatted: Don't add space between paragraphs of the same style

Formatted: Don't add space between paragraphs of the same style, Line spacing: single

Formatted: Don't add space between paragraphs of the same style

Formatted: Don't add space between paragraphs of the same style, Line spacing: single

~~**PROCEDURE**~~

~~1. When a catastrophic event occurs, the Department Director and/or Elected Official will provide a list to Payroll of staff who will be designated to work during the event. If known, the duration of the event and projected hours for the identified employees, will be provided to Payroll with the list.~~

~~2. All employees and/or team leads will promptly and accurately record actual work hours using Crisis Track along with an ICS 214. All non-exempt employees must also record hours worked in Kronos. Exempt staff must also provide a completed excel time sheet to the Payroll Department, if they worked 88 hours or more hours for the pay period and at least 8 hours for the event.~~

~~3. Directors and/or Elected Officials or their designee, will notify Payroll in advance if (a) an employee is no longer designated to work an ongoing event, or (b) the employee will be working more hours, or a longer duration then first reported, and provide an updated report.~~

~~4. Directors and/or Elected Officials or their designee will promptly notify Payroll when the catastrophic event ends.~~

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

~~Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be~~

Formatted: Indent: Left: 0", First line: 0"

Formatted: Body Text, Right: 0.08", Space Before: 1.75 pt, Line spacing: Multiple 1.16 li

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: Left: 0", First line: 0"

Formatted

~~placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.~~

Formatted: Indent: Left: 0"

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.
The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
~~c)~~ An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
c) (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $40.00 allowed for employees with up to 15 years of service
    iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    ~~d)~~iii. Employee with 25 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
~~Purchases from this fund are approved by the County Judge.~~

Formatted: Justified, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25"

Formatted

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

-Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) Transfer of funds **out** of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones
iv) RCS Radio Fees

d) Transfer of funds **into** any of the above line items may be allowed.

e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii) Fringe Benefits.

f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of

Commented [NZ2]: Moved from Accounts Payable section and renamed.

Formatted: Font: Not Bold, No underline

Formatted: No underline

Formatted: No underline

Formatted: Indent: Left: 0", Hanging: 0.19"

Formatted: Indent: Left: 0.75", Hanging: 0.25"

Formatted: Indent: Left: 0", Hanging: 0.19"

Formatted: Indent: Left: 0.75", Hanging: 0.25"

Formatted: Indent: Left: 0", Hanging: 0.19"

public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i) Funds for recruitment items must be approved during the annual budget process.
ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii) "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.

All purchases must follow procurement guidelines.

iv)

VI. PURCHASING – GENERAL PROCEDURES

1. ~~The purpose of this section is to facilitate the judicious expenditure of county dollars.~~Williamson County Purchasing and Procurement Card (P-Card) policies are intended to ~~This policy will~~ provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. ~~Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.~~

2. ~~County purchasing policies must be strictly adhered to for all purchases~~The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes ~~and~~ can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

~~• County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.~~

~~• All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.~~

~~o *Purchases $5,000 or greater require approval of the County Judge.*~~

~~• Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:~~

~~o Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.~~

~~o Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting.~~

Formatted: Font: 11.5 pt

Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Indent at: 1.5"

Formatted: Font: 11.5 pt

Formatted: List Paragraph, Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Indent at: 1.5", Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Formatted: List Paragraph, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Indent: Left: 0", First line: 0"

Formatted: No bullets or numbering

- ~~Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.~~

~~3. Procurement Cards (P-cards) may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training.~~

- ~~P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.~~
- ~~Personal charges on the procurement card are strictly prohibited.~~
- ~~Cardholder and department head/elected official are responsible for verification of available budget funds before the purchase is made.~~
- ~~Purchases must adhere to all competitive procurement requirements and may not be split or segmented to avoid such requirements or credit limits.~~
- ~~***Purchases $5,000 or greater require approval of the County Judge.***~~
- ~~The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date.~~
- ~~The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office.~~
  - ~~**Level 1**: Written documentation for file from cardholder and department head/elected official; may include cardholder retraining and/or reduction of credit limits.~~
  - ~~**Level 2**: Written documentation for file from cardholder and department head/elected official; cardholder account suspended for 90 days.~~
  - ~~**Level 3**: Account closed permanently; may include termination of employment based on severity of violation.~~
- ~~Repeated infractions may result in level escalation and management reserves the right to consider theft, fraud or intentional policy violations as a **Level 3** infraction.~~

~~4~~3. ~~Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*.~~ This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

~~5~~4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

~~VII. ACCOUNTS PAYABLE – GENERAL PROCEDURES~~

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: Left: 0", First line: 0", Add space between paragraphs of the same style

Formatted: Font: Not Bold

Field Code Changed

Formatted: Indent: Left: 0", First line: 0"

Formatted: No bullets or numbering

Formatted: Left, Indent: Left: 0", First line: 0", Space After: 6 pt, Add space between paragraphs of the same style

Formatted: Indent: Left: 0.75", Hanging: 0.25"

Formatted: Indent: Left: 0.75"

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: First line: 0"

Commented [NZ3]: Moved to Financial Policies section, and reduced

Formatted: Font: 11.5 pt, Underline, Font color: Black

1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.
b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday.
d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday to the following Thursday approximately 12-20 days after the invoice is received in our department.
e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.
g) Purchase orders are required for ALL purchases as of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and outlined in the County Purchasing Manual. The County Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual.
i) Discrepancies between invoices & purchase orders should be brought to the attention of the vendor to resolve the discrepancy. If a purchase order needs to be corrected, please contact the Purchasing Department prior sending the invoice to Accounts Payable for payment.Purchasing department before submitting to Accounts Payable.
j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back-up documents and signatures with the electronic copy.
l) All authorizations and account coding should be made on the invoice.
m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

Formatted: Font: 11.5 pt, Font color: Black
Formatted: Indent: Left: 0", First line: 0"
Formatted: Indent: Left: 0", First line: 0"
Formatted: Indent: First line: 0"
Formatted: Indent: Left: 0", First line: 0"

n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense.

q) Cell phone use will be reimbursed/paid according to the county cell phone policy.

r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds **out** of the following line items will not be allowed: i) Training
ii) Gasoline
iii) Cell Phones
iv) RCS Radio Fees

i) Training
ii) Gasoline
iii) Cell Phones
iv) RCS Radio Fees

u) Transfer of funds **into** any of the above line items may be allowed.

v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp Seasonal:

b) Salaries. This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.

i. Fringe Benefits.

w) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.

Formatted: Indent: Left: 0", First line: 0", Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Formatted: Font: 11.5 pt

Formatted: Normal, No bullets or numbering

Formatted: Font: 11.5 pt

Formatted: Indent: Left: 0", First line: 0"

Formatted: Font: 11.5 pt

Formatted: Indent: First line: 0"

Formatted: Indent: Left: 0", First line: 0"

Formatted: Font: 11.5 pt

Formatted: Normal, Justified, No bullets or numbering

Formatted: No bullets or numbering

Formatted: Indent: Left: 0", First line: 0", Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Formatted: Font: 11.5 pt

~~ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.~~

~~i) "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.~~

~~iii. All purchases must follow procurement guidelines.~~

VI~~I~~I. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their ~~work day~~workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Formatted: Normal, Justified, No bullets or numbering

Formatted: Font: 11.5 pt

Formatted: No bullets or numbering, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: Left: 0"

Formatted: Indent: Hanging: 0.25"

Formatted: Indent: Left: 0.75", Hanging: 0.25"

Formatted: Indent: Hanging: 0.25"

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Road and Bridge
J. Jansen

Emergency Services
R. Williams
M. Reyna
H. Clark
~~C. Green-Mick~~
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
H. Vargas
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each ~~work day~~workday at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

~~3. All~~ All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in ~~the~~ Human Resources ~~Department~~ to ensure appropriate claims processing, ~~g.~~ including any ~~If driver is deemed at fault, all dispositions/~~corrective action taken.

Formatted: Indent: Left: 0", First line: 0"

Formatted: Font: 11.5 pt

Formatted: List Paragraph, Indent: Left: 0", First line: 0", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

must be reported to the Risk and Safety Coordinator as w Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also,

4. new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinatorr in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

VIII. IXVIII. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2019/2020 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and against on the 20th of August 2019.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

Bill Gravell, County Judge Nancy E. Rister, County Clerk

Formatted: Font: 11.5 pt

Formatted: Indent: Left: 0", First line: 0"

Formatted: Underline

Formatted: Underline

Commented [RC4]: This was placed here a few years ago, per code from Hal. The Court ahs to legally approve something showing when the regular meeting date will be.

Formatted: Underline

Formatted: Underline

~~The Following Addendums are included fully in the Budget Order as approved by the court:~~

~~Williamson County C~~CELL PHONE POLICY~~ell Phone Policy~~

~~Policy~~

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

~~I~~1.~~-~~ Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. ~~II.~~ Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

3. ~~III.~~ Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

~~IV~~4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the

Formatted: Underline

Formatted: Indent: Left: 0", First line: 0", Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Indent: Left: 0.5"

Formatted: Indent: Left: 0.75"

employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

~~V~~5. Expenditures over the allowed stipend will not be reimbursed.

~~VI~~6. An approved cell phone stipend will not follow an employee if the employee changes positions.

~~VII~~7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

~~VIII~~8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

Commented [RC5]: This was placed here a few years ago, per code from Hal. The Court ahs to legally approve something showing when the regular meeting date will be.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2019/2020 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ____ for, and ____ against on the 10th of September 2019.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

_____ Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

~~Non-Reimbursable Expense Policy~~

Commented [NZ6]: Moved to Employee Polivy Manual

Formatted: Left

~~The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.~~

~~I. **Personal Purchases** – Personal purchases are NOT allowed. Below are a list of examples:~~

- ~~Damage to any personal items (clothing, vehicles/auto repairs, etc.)~~
- ~~Personal phone calls~~
- ~~Laundry services or personal clothing~~
- ~~Personal doctor bills, prescriptions, and other medical services~~
- ~~Entertainment, movie rentals, saunas, massages, or exercise facilities~~
- ~~Baby-sitter fees, personal kennel costs, pet or house-sitting fees~~
- ~~Expenses incurred by a spouse or other individual accompany you on business~~

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office
- Alcoholic beverages/tobacco products
- Drinking water services
- Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events)

III. Travel:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking
- For Non-Airport Parking – Valet service is not an option unless safety is a concern

- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous:

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead).
- Sales tax on goods purchased
- Community outreach items exceeding $2 per item

Formatted: Strikethrough

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2019/2020 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2019/2020;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	126,182.00 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	156,999.96 per year
d)	Judge of the County Court at Law #3	184,999.96 per year
e)	Judge of the County Court at Law #4	184,999.96 per year
f)	County Attorney	161,709.96 per year
g)	County Sheriff	127,475.75 per year
h)	County Clerk	104,521.54 per year
i)	County Tax Assessor/Collector	108,691.18 per year
j)	District Clerk	104,521.54 per year
k)	County Treasurer	100,563.99 per year
l)	Each County Commissioner	102,747.63 per year
m)	Each Justice of the Peace	91,468.43 per year
n)	Each Constable	86,522.43 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2019/2020 budget year is as follows:

Veterans Day	Monday	November 11, 2019
Thanksgiving Holiday	Thursday Friday	November 28, 2019 November 29, 2019
Christmas Holiday	Tuesday Wednesday	December 24, 2019 December 25, 2019
New Year's Holiday	Wednesday	January 1, 2020
Martin Luther King Day	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Holiday	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020

See Addendum: The Williamson County Employee Policy Manual (September 11, 2018). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid $150 per month.

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) –Designated positions will be paid $250 per month.

Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay –Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On – call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and all District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $300 per week
Facilities Maintenance – Maximum of 2 non – exempt positions, $100 per week
Technology Services – Maximum of 1 position, $200 per week

Sheriff's Office:
Detectives – Maximum of 2 positions, $200 per week
Sergeant Detective – Maximum of 1 position, $200 per week
Crime Scene/ Special Evidence Tech – Maximum of 1 position, $200 per week
SWAT – Maximum of 8 positions, $200 per week
Transportation Deputies (Corrections) – Maximum of 2 positions, $200 per week
Victim's Assistance – Maximum of 1 position, $200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for the office listed below for ongoing maintenance of certifications by the Texas Board of Legal Specialization.

District Attorney – Maximum of 5 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

7. Night Shift Differential – Specific positions listed below within Facilities are eligible for shift differential pay due to the demand for after hour services at the Williamson County Jail.

Facilities – Maximum of 2 positions, $1 per hour

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.
The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund: –** This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events

b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $40.00 allowed for employees with up to 15 years of service
    iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 25 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) Transfer of funds **out** of the following line items will not be allowed:

    i) Training
    ii) Gasoline
    iii) Cell Phones
    iv) RCS Radio Fees

d) Transfer of funds **into** any of the above line items may be allowed.

e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

    i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
    ii) Fringe Benefits.

f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

    i) Funds for recruitment items must be approved during the annual budget process.
    ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
    iii) "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
    iv) All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with

the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

3. This site provides county departments access to:

   a. Policies, Procedures and Manuals
   b. Training Materials
   c. Forms
   d. Guides and other tools to assist in the purchasing process

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Road and Bridge
J. Jansen

Emergency Services
R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
H. Vargas
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department,

Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2019/2020 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ___ for, and ___ against on the 10th of September 2019.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **68.**

Meeting Date: 09/10/2019

Grant funded position creation

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the creation of one full-time position in Animal Services Grants.

Background

It will not have a budget impact and funds are coming from Petco Foundation grant. Position title: Adoption Counselor, position grade: B.13, at minimum of the grade. The Offsite Adoption Counselor position will be funded by the $900,000 Petco Foundation grant to increase lifesaving. (The shelter will receive three installments of $300,000) The adoption fees and donations received through the work of this staff member will also aid in funding of the new Offsite Adoption Counselor position.

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	09/05/2019 11:03 AM
Form Started By: Tammy Fennell		Started On: 09/05/2019 08:52 AM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **69.**

Meeting Date: 09/10/2019

Tele Justice Grant

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 accepting grant from Texas Judicial Commission on Mental Health for County Court at Law #4 for "Tele-Justice: Compassionate Process to Improve Court Interaction with Mentally Ill" and signing Statement of Grant Award in the amount of $25,000.

Background

The Honorable Judge John McMaster is the mental health judge for County Courts and presides over civil mental health court proceedings and hearings. Currently, individuals that are admitted into our local behavioral health hospitals, must be brought over to the Justice Center for these hearings. Judge McMaster has been collaborating with our Local Mental Health Authority, Bluebonnet Trails Community Services; Georgetown Behavioral Health Institute; Rock Springs; the County IT Department and defense attorneys to create an improved system that uses technology to better serve the need of those in crisis. A site visit to Bell County and local demonstrations have been completed. With this grant funding there is now a payment source to purchase equipment, provide needed courtroom upgrades and purchase software and licenses. The behavioral health hospitals have agreed to provide needed equipment on their end of the system. The Commissioners Court approved applying for the grant on May 14th, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Application

NOGA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:12 AM
Form Started By: Kathy Pierce		Started On: 09/05/2019 09:18 AM
Final Approval Date: 09/05/2019		

Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting http://www.adobe.com/go/reader_download.

For more assistance with Adobe Reader visit http://www.adobe.com/go/acrreader.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.

JCMH
TEXAS JUDICIAL COMMISSION ON MENTAL HEALTH

Collaborate. Educate. Lead.

August 27, 2020

STATEMENT OF GRANT AWARD
JUDICIAL COMMISSION ON MENTAL HEALTH
GRANT PROGRAM FY 2020

Grant Number:	201-20-063
Grantee Name:	County Court at Law #4 Williamson County, Texas
Program Title:	Tele-Justice: Compassionate Process to Improve Court Interaction with Mentally Ill
Grant Period:	September 1, 2019 to August 31, 2020
Grant Award Amount:	$25,000.00

The Judicial Commission on Mental Health ("JCMH") has awarded the above-referenced grant from the Supreme Court of Texas Court Improvement Projects ("CIP"), pursuant to 86th Legislature Regular Session H.B.1 ("General Appropriations Act"), Strategy B.1.2. The individual authorized to apply for and accept grant funds ("Grantee") must sign this Statement of Grant Award and return it to the Grant Administrator for the JCMH. The signed Statement of Grant Award must be on file with the Grant Administrator for the Grantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

	Expense	Amount of CIP Grant Program Funds Awarded
a.	Travel	
b.	Equipment	$25,000.00
c.	Supplies	
d.	Contractual	
e.	Other	
	Totals	$25,000.00

The Grantee agrees to the following:

- To accept the grant award.
- To abide by all terms and conditions as stated in the FY 2020 JCMH Grant Program Terms and Conditions (attached) incorporated into this Statement of Grant Award by reference for all purposes.
- All funds shall be managed in accordance with the Texas Uniform Grant Management Standards (UGMS).
- That a violation of any term of the award activities or any provisions of the UGMS may result in the JCMH placing a temporary hold on grant funds and, subject to the JCMH approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- That disbursement is subject to the availability of the funds appropriated to the JCMH pursuant to the General Appropriations Act Strategy B.1.2.
- The funds set forth above will be disbursed on a reimbursement basis for obligations made by the end of the grant term. Any funding not obligated by the end of the grant term will be remitted to the JCMH on September 1, 2020. If additional funds are to be awarded at a later date, a new Statement of Grant Award will be generated at that time.

Grantor	Grantee
The Judicial Commission on Mental Health	County Court at Law #4 Williamson County, Texas
Signature of Grantor	Signature of Grantee
_____	_____
Kristi Taylor, Executive Director	
_____	_____
Date	Name, Title
	_____
	Date

The Undersigned Grantee certifies that:
This grant is governed by Texas Uniform Grant Management Standards (UGMS).

Grant funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Any grant funds not obligated by the end of the grant term must be reimbursed/remitted to the JCMH and all expenditures must be supported by appropriate documentation.

Grantee understands that funding for the program ends at the termination of the grant period.

_____

Signature of Grantee

FY2020 JCMH Grant Program Terms and Conditions

Applicable Authority and Rules

The JCMH Grant Program is governed by the Uniform Grant Management Standards (UGMS) as promulgated by the Office of the Governor.

Program Requirements

a. **Fund Disbursement -** Grantee will submit expenses previously identified in the Grantee's application to the JCMH, which will be reimbursed upon approval by the JCMH.

b. **Compliance with Laws** - The Grantee shall comply with all federal, state, and local laws, statutes, codes, 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 program, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Grantee shall furnish the JCMH with satisfactory proof of its compliance.

c. **Grant Officials** - Grantee must designate the following grant officials:

   i. **Program director**. This person must be the officer or employee responsible for program operation, monitoring or implementation of the funded program and who will serve as the point-of-contact regarding the program's day-to-day operations.

   ii. **Financial officer**. This person must be the county auditor (or county treasurer if the county does not have a county auditor) or governmental, educational institution or non-profit organization's fiscal officer.

   iii. **Authorized official**. This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the Grantee. A county judge or a designee authorized by the governing body in a resolution may serve as the authorized official.

   Note: The program director and the authorized official maybe the same person. The financial officer may not serve as the program director or the authorized official.

d. **Maintain Official Contact Information** - Grantees and subgrantees must advise the JCMH of changes in the authorized official, program director or financial officer. This information will be used to provide notices for grant information. The JCMH will use e-mail whenever possible to notify grant recipients of required reports and funding opportunities.

e. **Reports** - Grantees are required to submit two formal reports during the grant period: an interim and a final program progress report.

   I. The interim progress report is due at the six-month interval of the grant period.

   II. The final progress report is due 15 days after the completion of the grant period. The JCMH will provide a template for both reports on its website and send a reminder via email to grantees 15 days prior to the report due date. The JCMH also requires that each grant recipient provide a copy of any independent or required audit. A copy of the audit must be submitted to the JCMH within 30 days after completion of the audit. Grantees should take note that failure to submit reports within the recommended timeframe may result in delay in final payments and hold on future funding. The JCMH reserves the right to require additional reports or submission of backup to the JCMH for auditing purposes at any time during the grant year.

f. **Technology and Software Purchases** - All technology equipment and software must be purchased in accordance with State of Texas purchasing procedures and regulations.

g. **Equipment and Software Maintenance** - All equipment and software purchased with grant funds shall include at least three (3) years and no more than five (5) years of maintenance to ensure that the equipment and software will operate as intended during and beyond the grant period.

h. **Equipment Disposal -** Property records must be maintained by applicant for any equipment and capital expenses incurred consistent with the applicants' written property control policy and procedures. In the event an applicant does not have such property control measures, the equipment must be maintained in such a way to protect the asset from damage or loss in accordance with UGMS. If the Court Improvement Program or applicant program is discontinued prior to the expiration of the useful life, the applicant will notify the JCMH to determine procedures for return or transfer of the property. Subgrantees may choose useful life attribution for inventory items in accordance with the UGMS.

i. **Records Retention** - Grantees must maintain records related to the funded activity for at least three years after the end of the grant period. Records may be stored electronically. Records must be made available to the JCMH or its designees upon request.

j. **Monitoring and Auditing** - Records must be made available to the JCMH or its designees upon request. The JCMH or its designees must have access to funded events and be allowed to conduct on-site inspections.

k. **Professional and Contractual Services** - Any contract or agreement entered into by a Grantee that obligates grant funds must be in writing and consistent with Texas contract law. Grantees must establish a contract administration system to regularly and consistently ensure that contract deliverables are being provided as specified in the contracts. A Grantee's failure to monitor its contracts may result in disallowed costs and/or disallowed match.

l. **Grant Management Standards** - All programs and funds awarded by the JCMH shall be managed in accordance with the Texas Uniform Grant Management Standards (UGMS).

m. **Timeframe for Expenses** - No expenses are allowed outside of the period specified in the Statement of Grant Award.

n. **Funds Availability** - All commitments are subject to the availability of funds.

Commissioners Court - Regular Session **70.**

Meeting Date: 09/10/2019

Veterans Treatment Court Grant

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 resolution and acceptance of grant award from the Office of Governor for the Williamson County Veterans Treatment Court program.

Background

The Williamson County Veterans Treatment Court program began in 2015. The Honorable Laura Barker has implemented program improvements that have resulted in greater efficiencies in the program and life changing transformations in veterans lives that participate. Due to the need and the growth of the program, she now has two dockets for participants.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution VTC 2019

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:05 AM
Form Started By: Kathy Pierce		Started On: 09/05/2019 08:48 AM
Final Approval Date: 09/05/2019		

State of Texas

County of Williamson

Know all men by these presents:

That on the 10th day of September 2019 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. 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:

WHEREAS, The Commissioners Court finds it in the best interest of the citizens of Williamson County that the Williamson County Veterans Treatment Court be operated for the 2019/2020 year; and

WHEREAS, there is not a required match for the funding announcement: Specialty Courts Grant Program; and

WHEREAS, Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Williamson County Commissioners Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court approved the submission of the grant application for the Williamson County Veterans Treatment Court to the Office of the Governor and accepts grant award #2758106.

_____

Bill Gravell, Jr. – County Judge

Passed and approved on the _____ day of _____, 2019

Grant Number: 2758106

Commissioners Court - Regular Session **71.**

Meeting Date: 09/10/2019

FY20 Capital Improvement Program

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2015, 2017, 2018, 2019, and 2020 Capital Improvement Programs; the 2013 Park Bonds and the 2015 Certificate of Obligation.

Background

The FY 2020 General Fund Budget includes funding of $9,800,000 for the Capital Improvement Plan from a combination of cash ending and levy. Remaining balances from FY15, FY17, FY18 and FY19 CIP projects total $2,056,247.59 and 2015 Certificate of Obligation unallocated total $1,300,000. The 2015 CO has a covenant that only allows for the monies to be used on constructing, improving, renovating, purchasing any necessary land and equipping County buildings and facilities.

Attachments include the CIP Request List and the Financial Reports that provide the details for the CIP Program along with the 2013 Park Bond and 2015 Certificate of Obligation to facilitate discussion.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Financial Reports

CIP Request List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 08:22 AM
Form Started By: Sarah Crain		Started On: 09/04/2019 01:47 PM
Final Approval Date: 09/05/2019		

Summary of Cash End Projects as of August 27, 2019

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
			2015 CIP					
P508	SO - Lott Building Remodel	$ 92,665.73	$ 100,000.00	$ 92,665.73	$ -	$ 92,665.73	$ 7,334.27	
			2017 CIP					
P411	JAIL PLUMBING	$ 2,529,383.68	$ 3,457,160.20	$ 2,827,006.18	$ 630,154.02	$ 3,457,160.20	$ -	
P452	CEDAR PARK ANNEX BLDG	$ 901,827.58	$ 901,827.58	$ 901,317.58	$ -	$ 901,317.58	$ 510.00	Releasing to unallocated
P468	NICE EQUIPMENT UPGRADE	$ 167,384.37	$ 191,706.17	$ 167,384.37	$ 24,321.80	$ 191,706.17	$ -	
P510	SoftCode - Constables' Offices	$ 154,041.83	$ 251,445.32	$ 154,041.83	$ 97,403.49	$ 251,445.32	$ -	
P512	M11 Ambulance Station	$ -	$ 100,000.00	$ -	$ 31,000.00	$ 31,000.00	$ 69,000.00	
P513	Hutto Ambulance Station	$ -	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	
P514	Granger CTTC Shower Remodel	$ 23,033.02	$ 250,000.00	$ 23,033.02	$ 10,395.38	$ 33,428.40	$ 216,571.60	
P515	Justice Center - Court Room	$ 18,374.43	$ 390,018.27	$ 46,746.62	$ 33,253.38	$ 80,000.00	$ 310,018.27	
			2018 CIP					
P324	North Campus Improvements	$ 310,781.41	$ 1,350,000.00	$ 310,781.41	$ 1,039,218.59	$ 1,350,000.00	$ -	
P469	Justice Center Expansion	$ 134,011.42	$ 650,000.00	$ 188,124.23	$ 46,678.15	$ 234,802.38	$ 415,197.62	
P470	SO EXPLOSIVES/AMMUNITION F	$ -	$ 155,000.00	$ -	$ 155,000.00	$ 155,000.00	$ -	
P471	FLORENCE TOWER SITE	$ 1,738,640.25	$ 2,200,000.00	$ 1,738,640.25	$ 214,217.36	$ 1,952,857.61	$ 247,142.39	
P473	Public SafetyVehicle/Body Cams	$ 1,176,660.59	$ 1,190,127.54	$ 1,184,835.92	$ 1,346.80	$ 1,186,182.72	$ 3,944.82	
P474	Expo Horse Stall Barn	$ 280,969.93	$ 1,568,500.00	$ 348,263.31	$ 112,406.69	$ 460,670.00	$ 1,107,830.00	
P475	Expo Concession & Restrooms	$ -	$ 819,000.00	$ -	$ 69,000.00	$ 69,000.00	$ 750,000.00	
P476	Jail Security	$ -	$ 400,000.00	$ -	$ 20,000.00	$ 20,000.00	$ 380,000.00	
P509	ESOC Training Room Remodel	$ 686,601.61	$ 750,000.00	$ 741,054.61	$ -	$ 741,054.61	$ 8,945.39	
P510	SoftCode - Constables' Offices	$ -	$ 9,872.46	$ -	$ 9,872.46	$ 9,872.46	$ -	
P515	Justice Center - Court Room	$ -	$ 909,981.73	$ -	$ -	$ -	$ 909,981.73	
P518	SOTC Range Wall Replacement	$ -	$ 23,523.26	$ -	$ 21,000.00	$ 21,000.00	$ 2,523.26	
			2019 CIP					
P324	North Campus Improvements	$ -	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ -	
P411	JAIL PLUMBING	$ -	$ 465,000.00	$ -	$ 150,695.20	$ 150,695.20	$ 314,304.80	
P432	Jail Master Plan	$ -	$ 125,000.00	$ -	$ 125,000.00	$ 125,000.00	$ -	
P433	Historic Court House Boiler	$ 126,022.00	$ 250,000.00	$ 126,022.00	$ 123,978.00	$ 250,000.00	$ -	
P507	2019 Non Departmental	$ -	$ 2,055,715.54	$ -	$ -	$ -	$ 2,055,715.54	Unallocated
P508	SO - Lott Building Remodel	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.00	
P514	Granger CTTC Shower Remodel	$ -	$ 250,000.00	$ -	$ -	$ -	$ 250,000.00	
P516	Pct 4 Hutto Office Finish Out	$ 31,038.27	$ 361,000.00	$ 31,038.27	$ 23,716.73	$ 54,755.00	$ 306,245.00	
P518	SOTC Range Wall Replacement	$ -	$ 321,476.74	$ -	$ -	$ -	$ 321,476.74	
P519	JJC - Smith Branch Mitigation	$ 50,205.05	$ 5,000,000.00	$ 50,205.05	$ 570,017.70	$ 620,222.75	$ 4,379,777.25	
P520	Audio/Visual Updates CO Crt	$ -	$ 650,000.00	$ 310,766.50	$ 275,466.31	$ 586,232.81	$ 63,767.19	
P521	Audio/Visual Updates Dist Crt	$ -	$ 650,000.00	$ 491,090.66	$ 79,947.61	$ 571,038.27	$ 78,961.73	
P522	Infra. for Servers/Storage	$ 299,977.95	$ 300,000.00	$ 299,977.95	$ -	$ 299,977.95	$ 22.05	Releasing to unallocated
P523	JP4 Technology Upgrade	$ 192,064.81	$ 500,000.00	$ 224,242.31	$ 248,986.69	$ 473,229.00	$ 26,771.00	
P524	Parking Garage Assessment	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00	
	Justice Center Remodel	$ -	$ 2,250,000.00	$ -	$ -	$ -	$ 2,250,000.00	
		$ 8,913,683.93	$ 29,503,354.81	$ 10,257,237.80	$ 4,413,076.36	$ 14,670,314.16	$ 14,833,040.65	

2013 Park Bond as of August 27, 2019

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
P315	RIVER RANCH COUNTY PARK	$ 11,289,452.00	$ 11,289,452.00	$ 4,601,494.66	$ 5,262,056.14	$ 9,863,550.80	$ 1,425,901.20	
P321	Champion Park Ph 2	$ 373,393.23	$ 373,393.23	$ 365,039.53	$ 8,353.70	$ 373,393.23	$ -	
P419	Brushy Creek Trail PH V	$ 3,178,261.24	$ 3,178,261.24	$ 1,831,755.92	$ 2,115,405.62	$ 3,947,161.54	$ (768,900.30)	*Grant funds not reflected
P444	Park Land Acquisition	$ 3,353,185.09	$ 3,353,185.09	$ 2,021,570.10	$ -	$ 2,021,570.10	$ 1,331,614.99	
P447	Hike & Bike Trail Pct. 2	$ 976,480.00	$ 976,480.00	$ -	$ -	$ -	$ 976,480.00	
P448	Hike & Bike Trail Pct. 3	$ 2,926,480.00	$ 2,926,480.00	$ 198.00	$ -	$ 198.00	$ 2,926,282.00	
P454	Bagdad Trail	$ 400,000.00	$ 400,000.00	$ 5,696.03	$ 388,935.97	$ 394,632.00	$ 5,368.00	
P464	Expo RV Park Site	$ 1,446,824.83	$ 1,446,824.83	$ 1,446,356.23	$ 468.60	$ 1,446,824.83	$ -	
P465	Interpretive Center	$ 750,000.00	$ 750,000.00	$ 65,503.17	$ -	$ 65,503.17	$ 684,496.83	
P474	Expo Horse Stall Barn	$ 2,917,950.00	$ 2,917,950.00	$ -	$ -	$ -	$ 2,917,950.00	
P500	2013 PARK NON-DEPARTMENTA	$ 1,218,737.11	$ 1,218,737.11	$ 621,737.15	$ -	$ 621,737.15	$ 596,999.96	Unallocated
				Closed Projects				
P207	TWIN LAKES OVERNIGHT CAMI	$ 1,351,500.00	$ 1,351,500.00	$ 1,351,500.00	$ -	$ 1,351,500.00	$ -	
P316	BLACKLAND HERITAGE PHASE	$ 3,537.50	$ 3,537.50	$ 3,537.50	$ -	$ 3,537.50	$ -	
P320	SW REG PARK PAVILION	$ 922,413.93	$ 922,413.93	$ 922,413.93	$ -	$ 922,413.93	$ -	
P418	Wilco Expo Center	$ 10,717,423.37	$ 10,717,423.37	$ 10,717,423.37	$ -	$ 10,717,423.37	$ -	
P445	Comprehensive Park Master Plan	$ 98,887.06	$ 98,887.06	$ 98,887.06	$ -	$ 98,887.06	$ -	
				$ 24,053,112.65	$ 7,775,220.03	$ 31,828,332.68	$ 10,096,192.68	

$ 18,766,484.16

2015 CO as of August 27, 2019								
Project	**Project Name**	**Revenue**	**Budget**	**Actual Cost**	**Commitment Amount**	**Total Cost**	**Available Balance**	**Notes**
P322	RR Building/WCHD/355 Tx Ave	$ 4,000,000.00	$ 4,000,000.00	$ 3,775,617.15	$ -	$ 3,775,617.15	$ 224,382.85	
P323	SO Training Building	$ 9,350,000.00	$ 9,350,000.00	$ 8,692,302.07	$ 22,802.51	$ 8,715,104.58	$ 634,895.42	
P324	North Campus Improvements	$ 24,866,688.00	$ 24,866,688.00	$ 22,987,186.86	$ 1,420,891.84	$ 24,408,078.70	$ 458,609.30	
P325	Georgetown Annex Building	$ 17,276,320.67	$ 17,276,320.67	$ 17,248,437.42	$ 26,242.59	$ 17,274,680.01	$ 1,640.66	
P356	2015 CO NON-DEPARTMENTAL	$ 2,047,984.37	$ 2,047,984.37	$ 678,168.35	$ -	$ 678,168.35	$ 1,369,816.02	Unallocated
P431	JP 4 Repairs and Modifications	$ 650,000.00	$ 650,000.00	$ -	$ -	$ -	$ 650,000.00	
P434	Inner Loop Annex Modifications	$ 4,300,000.00	$ 4,300,000.00	$ 235,992.27	$ 184,806.73	$ 420,799.00	$ 3,879,201.00	
P435	Animal Shelter Expansion Ph I	$ 3,043,142.00	$ 3,043,142.00	$ 1,604,201.76	$ 1,083,411.15	$ 2,687,612.91	$ 355,529.09	
P470	SO Gun Range Ammo Building	$ 150,000.00	$ 150,000.00	$ -	$ 78,460.00	$ 78,460.00	$ 71,540.00	
				Closed Projects				
P436	Granger Simulcast Upgrade	$ 1,900,000.00	$ 1,900,000.00	$ 1,900,000.00	$ -	$ 1,900,000.00	$ -	
				$ 57,121,905.88	$ 2,816,614.82	$ 59,938,520.70	$ 7,645,614.34	

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT	Total Cost	9/10/2019
			EMERGENCY SERVICES	**$ 9,609,074**	**$ -**
0120	1015-15-0120	2015	M42 Taylor Ambulance Station (Move to possible different location out of flood plain)	$ 1,250,000	
0140	0583-15-0140	2015	Prime Site #2 / Create redundant backup to Prime #1	$ 2,448,000	
0191	0581-20-0191	2020	9-1-1 Training and Education Expansion Project	$ 1,911,074	
0192	0587-20-0192	2021	ESOC - Dynamic System Resilience (Motorola) / New Wilco Building or ESOC Expansion	$ 4,000,000	
			INFORMATION TECHNOLOGY SERVICES	**$ 4,300,000**	**$ -**
0210	0475-15-0210	2015	Redaction Software for Odyssey	$ 800,000	
0220	0503-19-0220	2021	ERP Purchase/Upgrade	$ 3,500,000	
			PARKS	**$ 4,340,000**	**$ -**
			Items included in Park Bond to be voted November 2019:		
0345	0510-17-0345	2017	*Berry Springs Maintenance Yard & Building*	$ 400,000	
0350	0510-17-0350	2017	*Berry Springs Waterless Restroom for Trail (2 units $135k)*	$ 270,000	
0365	0510-17-0365	2017	*SW WCRP Waterless Restroom for Trail (2 units $135k)*	$ 270,000	
0312	1047-16-0312	2016	*EXPO - Covered Arena Widening Project*	$ 200,000	
0377	1047-18-0377	2018	*EXPO - Wind Block Hanger Style Doors*	$ 1,000,000	
0383	1047-19-0383	2019	*EXPO - Maintenance Building*	$ 400,000	
0340	0510-17-0340	2017	Berry Springs - Heritage / Visitor Center	$ 800,000	
0385	0560-20-0385	2020	SO - Park Patrol Headquarters Bldg in River Ranch	$ 400,000	
0382	1047-18-0382	2018	EXPO - Electronic Events Sign	$ 200,000	
0384	1047-19-0384	2019	EXPO - North Access Road from Bill Pickett Trail	$ 400,000	
			FLEET	**$ 2,700,000**	**$ -**
4011	1026-19-4011	2019	Fleet Parts Room expansion	$ 400,000	
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop	$ 2,300,000	
			BUILDINGS	**$ 82,650,000**	**$ -**
4020	0214-19-4020	2019	New Space - Prct. 4 Taylor Annex Office Building and Property with Ambulance Station	$ 25,000,000	
0485	0509-18-0485	2018	New Space - New Administration Building	$ 30,000,000	

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT		Total Cost	9/10/2019
4016	0509-19-4016	2019	New Space - County Records Building		$ 5,000,000	
4087	1006-20-4087	2020	New Space - WCCHD Round Rock Texas Ave Annex Building: 25,000sqft New Building		$ 7,500,000	
4088	1064-20-4088	2020	New Space & Remodel - Children's Advocacy Center: 12,000sqft New Building		$ 5,500,000	
0435	1051-15-0435	2015	Remodel - Carquest space - County owned bldg. into offices and large meeting room		$ 600,000	
0402	1005-15-0402	2020	Remodel - Round Rock Annex Building A: Remodel to bring up to standards		$ 2,525,000	
0405	1006-15-0405	2020	Remodel - Round Rock Annex Building B: Remodel to bring up to standards		$ 2,525,000	
0407	1000-15-0407	2020	Remodel - Repair Historic Court House Terracotta: replace all blocks banding balconies		$ 1,000,000	
0412	1032-15-0412	2024	Remodel - Pct. 2 Cedar Park Annex 2-Story addition on back		$ 3,000,000	
			SHERIFF'S OFFICE / CORRECTIONS		**$ 20,115,942**	**$ -**
			SO/Jail MasterPlan currently in review:			
0459	1008-18-0459	2018	*SO - Secure HQ parking with new gates / window screens*		$ 500,000	
0475	1008-18-0475	2018	*SO - Gym - Improve Air Quality*		$ 300,000	
4024	1008-19-4024	2019	*SO - East Side Parking Lot Expansion*		$ 500,000	
4030	1008-19-4030	2019	*SO - Front Reception Windows - Data*		$ 65,000	
4031	1008-19-4031	2019	*SO - Front Reception Windows - Warrants*		$ 65,000	
4080	0560-20-4080	2020	*SO - Upgrade Evidence Intake Room*		$ 65,000	
0449	1008-18-0449	2018	*Jail - Jail Privacy Wall to Separate Booking Area*		$ 55,000	
0455	1008-18-0455	2018	*Jail - Jail Headquarters Expansion (where handicap parking is) - more space (Design)*		$ 500,000	
4033	1008-19-4033	2019	*Jail - Jail Design and Construction - fourth floor buildout*		$ 12,000,000	
4082	1008-20-4082	2020	*Jail - Covering Recreational Yards*		$ 250,000	
0471	0560-18-0471	2018	SOTC - Training Center Perimeter Wall and Fence		$ 375,000	
0468	0560-18-0468	2018	SOTC - Driving Track and Skid Pad at Firearms Range for training		$ 1,500,000	
4025	0560-19-4025	2019	SOTC - Bullet Trap		$ 131,000	
4014	0560-19-4014	2019	SOTC - Obstacle Course at SOTC by landfill		$ 130,000	
4023	0560-19-4023	2019	SOTC - Shoot House		$ 900,000	
4019	1008-19-4019	2019	Jail - Parking Garage Repair - $50k Assessment approved FY19 - *RFQ in process*		$ 600,000	
4081	1008-20-4081	2020	Jail - Water Softener (needs to be replaced with Hot Water System)		$ 500,000	
4083	1008-20-4083	2020	Jail - Hot Water System (needs to be replaced to include Water Softener)		$ 400,000	

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT		Total Cost	9/10/2019
4084	1008-20-4084	2020	Jail - Replace Flooring		$ 379,942	
4085	1008-20-4085	2020	Jail - Security Camera Addition and Upgrade		$ 400,000	
4086	1008-20-4086	2020	Jail - Add Additional Elevator - North Side		$ 500,000	
			JUSTICE CENTER		**$ 5,769,112**	**$ -**
4044	1009-16-4044	2016	Justice Center - Employee Breakroom Addition 1st Floor		$ 150,000	
4004	1009-19-4004	2019	Justice Center - Remodel Second floor into County Courts		$ 3,700,000	
4048	1009-19-4048	2019	Justice Center - Remodel Basement - Vacated Space into CA/other offices		$ 850,000	
			Justice Center - Security Assessment:			
4089	1009-20-4089	2020	*Justice Center - Body Scanners ($300k ea.)*		$ 900,000	
4078	1009-20-4078	2020	*Justice Center - S.O. Security Improvements: Glass Turnstiles*		$ 96,898	
4079	1009-20-4079	2020	*Justice Center - S.O. Command Center*		$ 72,215	
			JUVENILE JUSTICE CENTER		**$ 92,250,000**	**$ -**
0425	1045-15-0425	2015	Juvenile Justice Center - Restroom facilities & Water Fountain on Obstacle Course/Marching field		$ 250,000	
4007	1045-19-4007	2019	Juvenile Justice Center - Additional Detention Capacity (include HVAC system $1M)		$ 60,000,000	
4008	1045-19-4008	2019	Juvenile Justice Center - Additional Residential Capacity		$ 18,000,000	
4049	1045-19-4049	2019	Juvenile Justice Center - Construct Family Court		$ 14,000,000	
			EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 588,254**	**$ -**
0110	1066-15-0110	2020	M11 Round Rock Ambulance Station - Additional Bay shortage based on design analysis		$ 175,000	
		2020	River Ranch projected shortfall for the Interpretive Center project		$ 413,254	
			TOTAL COUNT 61		**$ 222,322,382**	**$ -**

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 4, 2019

Available Funds to Allocate $ 13,156,247.59

Remaining Balance **$ 13,156,247.59**

Commissioners Court - Regular Session **72.**

Meeting Date: 09/10/2019

FY' 20 Public Service Agreements

Submitted For: Ashlie Koenig **Submitted By:** Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving public service funding agreements as per the FY' 20 adopted budget approved by Commissioners Court on August 27, 2019.

Background

FY' 20 Funding agreements reflect the amounts within the adopted budget as approved by Commissioners Court, attached a contract summary for your reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Summary
WBCO - Rent
CARTS
WBCO - SR Nutrition
BBT - MHMR
CAC
Museum
BBT - TCOOMMI
HOPE
Pavilion
CASA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 03:46 PM
Form Started By: Jennifer Templeton		Started On: 09/04/2019 02:59 PM
Final Approval Date: 09/04/2019		

Public Service Funding		
DEPT - OBJ		**FY20 Adopted**
0640-004611	**Rent, Williamson-Burnet County Opportunities**	$ 34,000.00
0640-004612	**Capital Area Rural Transportation System (CARTS)**	$ 10,000.00
0640-004614	**Senior Nutrition, Williamson-Burnet County Opportunities**	$ 45,000.00
0640-004703	**MHMR, Bluebonnet Trails Community Center**	$ 513,000.00
0640-004708	**Child Advocacy Center**	$ 55,000.00
0640-004720	***Museum***	$ 257,125.00
0640-004960	**Adult and Juvenile Offender Program Supporting Services under the *Texas Correctional Office on Offender with Medical or Mental Impairments* (TCOOMMI), Bluebonnet Trails Community Center**	$ 25,000.00
0640-004967	**Williamson County Crisis Center (Hope Alliance)**	$ 85,000.00
0640-004999	**Pavilion Clubhouse of Williamson County**	$ 40,000.00
0409-003900	**Court Appointed Special Advocates (CASA) of Williamson County**	$ 20,000.00

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $34,000 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public service source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: Marco Cruz

Title: Executive Director

Address:
604 High Tech Drive
Georgetown, TX 78626
Attn: Marco Cruz
Telephone: (512) 763-1400 x 2000

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's central office, which is located in Georgetown, Williamson County, Texas.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By:_____

Printed Name: David L. Marsh

Title: General Manager

Address:

P.O. Box 6050

Austin, TX. 78762

Attn: Dave Marsh

Telephone: 512-505-5678

County:

Williamson County, Texas

By: _____

Printed Name:

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $45,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: Marco Cruz

Title: Executive Director
Address:
604 High Tech Drive
Georgetown, TX 78626
Attn: Marco Cruz

Telephone: 512 763-1400 x 2000

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____
Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $513,000 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown St.
Round Rock TX 78664

Attn: Andrea Richardson

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. The Funds shall be used to assist in case management, skills training and medication for adult persons with mental health needs.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson County Children's Advocacy Center, Inc.

By: Kerrie Stannell

Printed Name: Kerrie Stannell

Title: Chief Executive Officer

Address:

1811 S.E. Inner Loop
Georgetown, Tx. 78626

Attn:

_____

Telephone: 512-943-3710

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE WILLIAMSON MUSEUM
(FY2020)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and THE WILLIAMSON MUSEUM, hereinafter referred to as ("MUSEUM").

W I T N E S S E T H

WHEREAS, WILLIAMSON COUNTY has an interest in supporting historic preservation efforts and promoting community-based expressions of arts and cultural, including but not limited to promoting efforts that serve a public benefit and further economic development;

WHEREAS, MUSEUM has an interest in supporting the provision of community and county-wide historical preservation efforts;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with MUSEUM;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. MUSEUM will operate as an independent contractor in Williamson County, Texas. MUSEUM shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT.

2. **Payment/Inspections & Audits**. MUSEUM shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **$257,125.00 payable after October 1, 2019 and *prior* to the end of FY2020 or September 30, 2020 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, MUSEUM agrees to return to WILLIAMSON COUNTY all funds distributed to MUSEUM if (a.) MUSEUM's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) MUSEUM fails in any other respect under this CONTRACT; (d.) MUSEUM changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the museum no longer serves a public purpose; or (e) MUSEUM conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the museum a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds may be prorated based on those portions that were reasonably used for intended purposes.

4. Records. MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

5. Indemnity. MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

MUSEUM FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY MUSEUM.

6. **Compliance with All Laws.** MUSEUM and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. **Notice**. Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

MUSEUM:
THE WILLIAMSON MUSEUM
716 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. **No Assignment**. This CONTRACT may not be assigned.

9. **Termination**. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of MUSEUM;
b. the insolvency of MUSEUM, the filing of a petition in bankruptcy either by or against MUSEUM, or an assignment by MUSEUM for the benefit of creditors;
c. the breach by MUSEUM of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to MUSEUM of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. **Term**. The stated term of this CONTRACT shall be until **September 30, 2020**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. **Venue & 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.

12. **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

13. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

14. Proof of Non-Profit Status. MUSEUM has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "A".**

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

_____
Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____ _____, 20____

FOR MUSEUM:

Mickie Ross
Authorized Agent
The Williamson Museum

Date: 8/29 _____, 2019

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 29th day of August, 2019, by Mickie Ross, of the Williamson Museum, on behalf of the organization.

ANDREA L. SCHIELE
NOTARY PUBLIC - STATE OF TEXAS
ID# 126562040
COMM. EXP. 02-23-2021

Andrea L Schiele
Notary Public, State of Texas

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $25,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N.Georgetown St.
Round Rock TX 78664

Attn: Andrea Richardson

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. **THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or

claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of August 22, 2019.

Agency:

Name of Agency:

Hope Alliance

By: Richard M. Brown

Printed Name: RICHARD M. BROWN

Title: CHIEF EXECUTIVE OFFICER

Address:
1011 GATTIS SCHOOL RD; STE 110
ROUND ROCK, TX 78664

Attn: RICHARD M. BROWN

Telephone: 512-255-1212

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and The Pavillion Clubhouse of Round Rock ("Pavillion" or "Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $40,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

The Pavillion Clubhouse of Round Rock

By:_____

Printed Name: Gordon Butler

Title: Executive Director

Address:

1420 Palm Valley
Round Rock, TX. 78664

Attn: Gordon Butler

Telephone: 512-417-2767

County:

Williamson County, Texas

By: _____

Printed Name:

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. Long term recovery support for those living with mental illness and substance abuse.

B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents, including but not limited to running our clubhouse-based program to help reduce recidivism among those living with mental illness/substance abuse, and increase the employment rate among the same population, and reduce hospitalization among those living with mental illness and/or substance abuse.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA[1] of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

[1] Aka, "Court Appointed Special Advocates"

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2019 and shall terminate one year later on September 30, 2020. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $20,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

K. 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.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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 Agreement 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

CASA of Williamson County

By: _____

Printed Name: Marissa A. Austin

Title: Executive Director

Address:

2100 Scenic Dr, Suite 110

Georgetown TX 78626 Attn: Trish Garrett

_____

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

Commissioners Court - Regular Session **73.**

Meeting Date: 09/10/2019

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Hutto CO-OP Public Improvement District and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the City of Hutto, Hutto CO-OP Public Improvement District (PID) requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hutto CO-OP PID

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2019 09:38 AM
Tax Assessor (Originator)	Judy Kocian	08/29/2019 04:23 PM
Tax Assessor (Originator)	Judy Kocian	08/30/2019 09:26 AM
Form Started By: Judy Kocian		Started On: 08/29/2019 09:05 AM
Final Approval Date: 08/30/2019		

RESOLUTION NO. R-19-08-01-10E

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF ASSESSMENT

WHEREAS, the City of Hutto desires to levy an assessment in each fiscal year within the Hutto CO-OP Public Improvement District located in Hutto, Williamson County, Texas, in accordance with the service and assessment plan and the ordinance levying assessments for the Hutto CO-OP PID; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Hutto finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO THAT:

The City Manager of the City of Hutto is hereby authorized and directed to enter into a contract with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the City Council of the City of Hutto on the 1st day of August 2019.

MAYOR

ATTEST:

CITY SECRETARY

THE STATE OF TEXAS	§	**ASSESSMENT COLLECTION AGREEMENT**
	§	**FOR THE HUTTO CO-OP PUBLIC**
COUNTY OF WILLIAMSON	§	**IMPROVEMENT DISTRICT**

WHEREAS, the City of Hutto, a Texas home rule municipality, and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the City of Hutto, a Texas home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for PID assessment collection purposes for those properties within he Hutto CO-OP Public Improvement District located within Hutto, Williamson County, Texas (the "Hutto CO-OP PID") only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction within the Hutto CO-OP PID.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code and Local Government Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the assessment levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the assessment collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from assessment collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that an assessment payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from assessment collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property assessments. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of assessments as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the assessment collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of assessments collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its assessment collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the assessment records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of assessments.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes PCAC, CTA
Tax Assessor/Collector,
County of Williamson

JURISDICTION

_____
Odis Jones, City Manager

Commissioners Court - Regular Session **74.**

Meeting Date: 09/10/2019

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the City of Liberty Hill Summerlyn West Public Improvement District and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the City of Liberty Hill, Summerlyn West Public Improvement District (PID) must have the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Summerlyn West PID

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/30/2019 08:44 AM
Tax Assessor (Originator)	Judy Kocian	09/03/2019 09:53 AM
County Judge Exec Asst.	Andrea Schiele	09/03/2019 02:48 PM
Form Started By: Judy Kocian		Started On: 08/29/2019 03:58 PM
Final Approval Date: 09/03/2019		

THE STATE OF TEXAS	**§**	**ASSESSMENT COLLECTION AGREEMENT**
	§	**FOR THE SUMMERLYN WEST PUBLIC**
COUNTY OF WILLIAMSON	**§**	**IMPROVEMENT DISTRICT**

WHEREAS, the City of Liberty Hill, a Texas home rule municipality, and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the City of Liberty Hill, a Texas home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for PID assessment collection purposes for those properties within the Summerlyn West Public Improvement District located within Liberty Hill, Williamson County, Texas (the "Summerlyn West PID") only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction within the Summerlyn West PID.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code and Local Government Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the assessment levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the assessment collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from assessment collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the

County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that an assessment payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from assessment collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property assessments. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about April 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of assessments as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the assessment collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of assessments collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all assessment collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the assessment records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of assessments.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 2019

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes PCAC, CTA
Tax Assessor/Collector,
County of Williamson

JURISDICTION

_____
Rick Hall, Mayor
City of Liberty Hill

RESOLUTION #18-R-98_

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF ASSESSMENT

WHEREAS, the City of Liberty Hill desires to levy an assessment in each fiscal year within the Summerlyn West Public Improvement District located in Liberty Hill, Williamson County, Texas (the "Summerlyn West PID"), in accordance with the service and assessment plan and the ordinance levying assessments for the Summerlyn West PID; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Liberty Hill finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL THAT:

The Mayor of the City of Liberty Hill is hereby authorized and directed to enter into a contract with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the CITY COUNCIL of the CITY OF LIBERTY HILL, TEXAS on the 13th day of NOVEMBER, 2018.

Rick Hall - Mayor

ATTEST:

Barbara Zwernemann - City Secretary

CITY OF LIBERTY HILL INCORPORATED 1999

RESOLUTION #18-R-100

AUTHORIZING CONTRACT FOR COLLECTION OF ASSESSMENT TAXES

WHEREAS, the County of Williamson performs assessment collection for taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with the City of Liberty Hill for the collection of assessments levied within the Summerlyn West Public Improvement District located in Liberty Hill, Williamson County, Texas (the "Summerlyn West PID");

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with the City of Liberty Hill in the form attached hereto as Exhibit A for the collection of assessment taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 2019.

_____
Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **75.**

Meeting Date: 09/10/2019

Adoption of ES&S EVS 6020 voting system

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

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution to Adopt the EVS 6020 Voting System , as certified by the State of Texas, to be used for early and regular election day voting by Williamson County for the November 5 th, 2019 election and all subsequent elections, in accordance with Section 123.001(b) of the Texas Election Code.

Background

On April 30, 2019, the Williamson County Commissioner's Court approved the purchase of a new voting system for Williamson County from Election Systems & Software (ES&S). The new voting system includes ExpressVote ballot marking devices and DS200 digital scan precinct tabulators to be available at every Williamson County polling location, as well as DS850 central high-speed digital scanners and tabulators to be used at Central Count to tabulate ballots received by mail. The new voting system will be put into use for the first time in October 2019 during Early Voting for the November 5, 2019 uniform election.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/23/2019 10:19 AM
Form Started By: Jenifer Favreau		Started On: 08/23/2019 09:58 AM
Final Approval Date: 08/23/2019		

COMMISSIONERS COURT
OF
WILLIAMSON COUNTY, TEXAS

A RESOLUTION TO ADOPT THE EVS 6020 VOTING SYSTEM

WHEREAS, the EVS 6020 voting system by Elections System & Software is comprised of the ExpressVote ballot marking device, the DS850 central scanner, and the DS200 precinct scanner, and

WHEREAS, Section 123.035 of the Texas Election Code requires that use of new voting equipment must be approved by the Elections Division of the office of the Texas Secretary of State; and

WHEREAS, the County has received approval from the State of Texas for purchase of the ES&S EVS 6020 voting system that is certified for use in Texas as described in a letter dated April 23, 2019 which is attached hereto as EXHIBIT A; and

WHEREAS, the Williamson County Elections Department, acting by and through the Williamson County Commissioners Court, has purchased the new ADA-compliant EVS 6020 voting system to be used for early and regular election day voting by Williamson County for the November 5th, 2019 election and all subsequent elections; and

WHEREAS, pursuant to Section 123.001 (b) of the Texas Election Code, Williamson County must formally adopt said voting system;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Williamson County does hereby adopt the ES&S EVS 6020 voting system, as certified by the State of Texas, to be used for early and regular election day voting by Williamson County for the November 5th, 2019 election and all subsequent elections.

PASSED, APPROVED AND ADOPTED by a majority of the Commissioners Court of Williamson County, Texas on this the _____ day of _____, 2019.

WILLIAMSON COUNTY, TEXAS

BY:_____
Bill Gravell, Jr., County Judge

EXHIBIT "A"

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
TTY: 7-1-1
(800) 252-VOTE (8683)

David Whitley
Secretary of State

April 23, 2019

Chris Davis
Elections Administrator
Williamson County
301 S.E. Inner Loop, Suite 104
Georgetown, Texas 78626

Dear Mr. Davis:

We are in receipt of a copy of the proposed contract between Williamson County and Election Systems & Software ("ES&S"), which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract indicates the county plans to acquire ES&S's EVS 6020 which includes the DS200 precinct scanner, the DS850 central scanner, and the ExpressVote ballot marking device. This letter will serve as confirmation from our office that this system is currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore, officially, approve the submitted contract for the purchase of these systems.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

Keith Ingram
Director of Elections

Enclosures

KI:CP

Commissioners Court - Regular Session **76.**

Meeting Date: 09/10/2019

authorize williamson county to jointly participate with other political subdivisions in election held on 11 5 2019

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

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on authorizing Williamson County to hold elections jointly with other political subdivisions for elections being held on November 5, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Joint Election Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/03/2019 04:53 PM
Form Started By: Jenifer Favreau		Started On: 09/03/2019 03:29 PM
Final Approval Date: 09/03/2019		

ORDER AUTHORIZING
WILLIAMSON COUNTY TO PARTICIPATE IN JOINT ELECTION

On this 10th day of September, 2019, the Commissioners Court of Williamson County, Texas, does hereby authorize Williamson County to participate in a joint election with other political subdivisions that order their elections by the date prescribed by the Secretary of State as the final day to order an election, described, as follows:

City of Austin
City of Bartlett
City of Georgetown
City of Jarrell
City of Pflugerville
Burnet CISD
Coupland ISD
Jarrell ISD
Berry Creek Highlands MUD
Chisholm Trail SUD
Cool Water MUD
North San Gabriel MUD No. 1
Round Rock MUD No. 1
Williamson County MUD No. 29

and collectively, including Williamson County, are referred to hereinafter as the "**Participating Authorities**", to each hold an election on November 5, 2019; and;

WHEREAS, each of the Participating Authorities (i) is located partially or entirely within Williamson County, Texas (the "**County**"), and (ii) shares an election precinct with at least one other Participating Entity; and;

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity's November 5, 2019, election; and;

WHEREAS, the Participating Authorities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and polling locations, and election ballots where appropriate; and agree as follows:

The Participating Entities shall enter into a Joint Election Agreement and Contract for Election Services ("**Agreement**") for the conduct of the elections to be held on November 5, 2019.

The Participating Authorities appoint Christopher J. Davis, Williamson County Elections Administrator, to serve as the Early Voting Clerk and the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities for the conduct of the November 5, 2019, elections.

Early voting in person and election day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

Issued this the _____ day of September, 2019.

_____

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **77.**

Meeting Date: 09/10/2019

Public Safety Software Configuration Policy

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Public Safety Software Configuration Policy for Technology Services.

Background

This is a minor revision to existing policy that is needed as it is incorporated into the Inter-Local agreement for Liberty Hill ISD Police Department as Exhibit B.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:27 AM
Form Started By: Richard Semple		Started On: 09/05/2019 10:27 AM
Final Approval Date: 09/05/2019		

Williamson County Technology Services

6.5. Public Safety Software Configuration Policy

DRAFT Version 1.0

Approvals

Policy Approval Date: Date

Final Approval By: Richard Semple, IT Operations Director

Policy Effective Date: Date

Next Review Date: Date

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1.0	Date	Date

DRAFT

Scope

This policy applies to all software and hardware that is part of Williamson County's Public Safety Software Suite. A full list of software can be obtained by contacting Technology Services. Generally, however, the following areas are covered by this document:

- Computer-Aided Dispatch software
- Mobile Computer Terminals (MCTs)
- Law Enforcement Records Management Systems (RMS) software
- Fire RMS software
- EMS System Status Management software
- Paging/Toning
- Interfaces
- Two-Factor Authentication
- Mobile routers

Purpose

Provide process and structure for configuration changes to public safety software systems in use at Williamson County.

Definitions

Configuration Change

A configuration change as defined by this policy is: alterations to features and functionality of the software, hardware, or processes that impact any agency or the support & maintenance of the system.

A configuration change is NOT:

1. Edits to users/personnel (new, deletes, rights changes)
2. Edits to units (adds, deletes, capability changes) within defined unit types
3. Internal departmental workflow, process changes
4. New projects (new hardware, software, or major process implementation)

Departmental Configuration Changes

Configuration changes that are determined to only affect the submitting department are Departmental Changes and do NOT go to the Governing Body. These are evaluated and implemented by the Department and/or Technology Services directly.

Emergency Configuration Change

Configuration changes that occur, and are relevant to, one of the following conditions is considered an emergency configuration change:

- Loss of essential functionality due to unplanned hardware or software changes or failures
- Natural disasters or other declared emergencies that change business practices
- Personnel changes that are unforeseen and have an immediate and major impact to operations
- Other situations that are approved by the Manager of the Public Safety Technology Division of Technology Services

DRAFT

Governing Body

The group or team of department representatives that has been charged with the general oversight of the software, hardware or process. The Governing Body is an information sharing and advisory group that helps set the direction for use, standards, future development, and prioritization of issues. Technology Services manages the software and hardware on behalf of the customers and the Governing Bodies.

These are currently defined as:

CAD/MCT	**Dispatch Steering Committee**
CAD Interfaces/related software	**Dispatch Steering Committee**
Deccan	**Dispatch Steering Committee**
Fire RMS	**Dispatch Steering Committee**
Law RMS/MFR	**RMS Team**

Multi-Agency Configuration Changes

Configuration changes that impact more than one agency are considered "multi-agency" configuration changes that require the approval of the appropriate body before completing the Configuration Management workflow.

Policy

Initiating Configuration Changes

The department head or designated agency Point-of-Contact should submit a Change Request Form found on the Technology Services SharePoint Page. This form is an important first step to capture the basic information so that more conversations and discovery can take place.

Configuration Management

If the configuration change requested falls under the definition of a Departmental Configuration Change, the timeline and test plan will be mutually developed by Technology Services and the submitting department. Many times, the scheduling will be determined by the location in the queue, priority, severity and external deadlines.

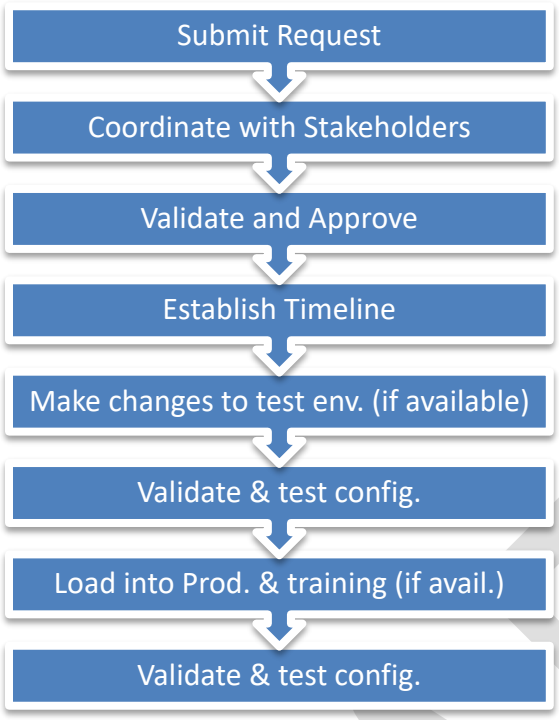
Multi-Agency configuration changes will be routed to the appropriate Governing Body for consent after an initial review. When the Governing Body consents (or has delegated consent), then the timeline and test plan will be developed.

If the configuration change requires contracts or large changes to the scope of the project, additional approvals may be required. For example, work contracted out may require a Scope of Work and contract from a vendor, which means that the County Commissioner's Court may need to consent to the work.

Whenever possible, changes will be first loaded into a test environment and run through a series of test scripts to validate the configuration. After this the production (live) environment and any applicable training environments can be updated. A final validation will take place after loading into the live environment.

These changes will follow this general workflow:

DRAFT



Delays or Rejections of Configuration Changes

Changes can be rejected or delayed at any step in the process for several reasons, however the intent of the Configuration Management process is to enable change, not reject it. Some reasons for delays or rejections may be:

- Outside Scope – The configuration requested changes the defined scope of the project, the support model, or other parameter that would modify the project beyond the intended scope.
- Large Impact – The configuration requested would create a burden on another agency (for workload, support, etc.) that is not able to be sustained in the current form.
- Violation of policies or laws – configurations that would run contraindicatory to County policy, local, State, or Federal law
- Funding – sufficient funding is not in place to support the requested configuration at the current time.
- Other reasons as justified by the Technology Services or the Governing Body.

In the event of rejection, it is incumbent on all parties to come up with alternatives that are suitable to the department requesting the change while satisfying the concerns of stakeholders.

Emergency Configuration Changes

Certain unforeseeable circumstances require modification to configurations to be made with little to no time to test and validate the change. These are exceedingly rare, but even in a verifiable Emergency, the change will still go through the Technology Services Change Management process. However, the change may be made in advance of the approvals and testing at the discretion of the Public Safety Technology Manager (or superior) and the change will route through the process after for review and final approvals.

DRAFT

Special Note: Agency Map Area Changes

Configuration Changes Due to Annexations

Configuration modifications to response boundaries due to the annexation of a city are generally updated by the Public Safety Technology staff after notice from the city. However, if the city has not notified the GIS or 9-1-1 Addressing groups, the department may initiate the change by contacting the city as well as the Public Safety Technology staff.

Configuration Changes based on Agreements/Contracts

All changes to agency map layers must be approved by the Chief or designated Point-of-Contact (POC) in writing. A map showing the proposed change is required. A paper map or digital file may be submitted illustrating the changes to be made.

As all boundaries of the agency layer touch another agency, each change means that at least two department's areas will be affected. Therefore, all changes to this layer must be approved by all of the affected departments.

This approval must come from each affected Chief or a designated Point-of-Contact (POC) in writing. One map showing the change needs to be signed by each Chief or POC and submitted to the Public Safety Technology Division. Alternatively, if a written agreement between departments or between an ESD/City and a fire department exists already, that document can be submitted to the Public Safety Technology Division.

If additional map or technical support is needed, as well as when the configuration change requests are ready to be submitted, a work order must be sent to Williamson County Technology Services Staff.

Exceptions

The Manager of Public Safety Technology (or superior) may exempt specific configuration requests from this process on a case-by-case basis, however, this must be used sparingly and full justification and documentation of such exemption must be made under the Technology Services Policy Exemption form.

Policy Violations

A violation of this policy might result in violations to other County policies, state or federal law. Violations of applicable laws may incur legal consequences, and violations of County policies may lead to loss of access to particular resources, and/or disciplinary action up to, and including, termination. All violations will be referred to the department head or elected official and any other appropriate County officials.

DRAFT

Commissioners Court - Regular Session **78.**

Meeting Date: 09/10/2019

Technology Services Support for Non-County Public Safety Agencies

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the policy for Technology Services Support for Non-County Public Safety Agencies.

Background

This is a revision to a policy last passed in 2011 and is needed for the Interlocal agreement with Liberty Hill ISD Police Department. It is Exhibit C in that agreement. The major revision was to eliminate the ability (and charges) to use County IT as agency's IT provider (e.g. anti-virus, Windows users issues) outside of the support of the public safety software. The charges for those services were originally added to be a disincentive to every non-County agency using Technology Services as their total IT provider, but it has never been necessary to do, and we would like to eliminate it from future policy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:30 AM
Form Started By: Richard Semple		Started On: 09/05/2019 10:37 AM
Final Approval Date: 09/05/2019		

Williamson County Technology Services

6.7. Technology Services Support for Non-County Public Safety Agencies

Version 2

DRAFT

Approvals

Policy Approval Date: Date

Final Approval By: Williamson County Commissioner's Court

Policy Effective Date: Date

Next Review Date: September 1, 2021

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1	4/5/2011	4/5/2011
2		

Scope

This policy applies non-County agencies that are supported by Technology Services for their public safety software systems.

Purpose

This policy is designed to outline the support model as well as any charges for services that are outside the scope of supporting County software on agency devices.

Definitions

Agency

A City, ESD, or other provider of emergency services using County-owned software for public safety.

Policy

Services Offered

The County's Technology Services department will support issues related to County-owned software installed on authorized Agency devices. This includes (but is not limited to):

- County software install & maintenance
- GPS/AVL issues
- GIS Data/Mapping (refer to County GIS policies for details)
- Training on Public Safety Software Systems

Services NOT offered

The County's Technology Services Department is not the Agency's IT service provider. Therefore, the County will not be responsible for (among other things):

- PC & Laptop software and hardware support
- Virus checking and removal
- Networking issues
- 3rd party software support or install
- Personal/agency data migration/recovery
- CJIS or other regulatory compliance

Hours of Support & Response Times

Williamson County Technology Services staff are available during published office hours (excluding County holidays) for routine support.

Emergency support is available for certain system-wide issues. Individual PC or laptop repairs or single-user issues are not considered "emergency" and will be handled by Technology Services staff during regular business hours.

DRAFT

Support Services

Agencies can submit incidents to the County's IT Service Desk and they will be triaged and processed accordingly during business hours. Only incidents that prevent multiple users from accessing needed resources will be answered outside of normal business hours. Refer to procedure guides from Technology Services on the process to submit incidents.

Training Services

Training for various software, hardware, and processes is available from Williamson County Technology Services. This is available one-time for each product implementation but may be conducted periodically at the County's discretion.

Exceptions

Exceptions to this policy can be requested in writing to a Director in Technology Services. Any exceptions granted will be on a case-by-case basis and will be for single events only.

Policy Violations

A violation of this policy might result in violations to other County policies, state or federal law. Violations of applicable laws may incur legal consequences, and violations of County policies may lead to loss of access to County resources. All violations will be referred to the department head or elected official and any other appropriate County officials.

DRAFT

Commissioners Court - Regular Session **79.**

Meeting Date: 09/10/2019

Cyber Security Training Policy

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Cyber Security Awareness Training Policy to assist with conforming to Texas HB 3834.

Background

The County is now required to conduct annual cyber security awareness training for all employees and elected officials and report the results of such testing to the State per HB 3834. This new law took effect in June 2019 and we are required to complete this and report by June 14, 2020. To that end, Technology Services has a proposed policy to conform to this requirement for consideration. The curriculum and exact process is still under development, as well as many details about the training, but the overall policy is needed to begin the process. Technology Services will work with HR and other departments on any specific items and process needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:51 AM
Form Started By: Richard Semple		Started On: 09/05/2019 11:35 AM
Final Approval Date: 09/05/2019		

Williamson County Technology Services

2.3.2 – Cyber Security Awareness Training

DRAFT Version 1

Approvals

Policy Approval Date: Date

Final Approval By: Williamson County Commissioner's Court

Policy Effective Date: Date

Next Review Date: September 1, 2021

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1	Date	Date

DRAFT

Scope

This policy includes all Williamson County employees, volunteers, interns, and other applicable persons that have access to Williamson County data and logins to the Williamson County Computer Network.

Purpose

Properly educating users about information security, best practices and risks serves to help reduce overall information security risks and rates of incidents. The County is also required to have all users take Security Awareness Training to standards set by the State on an annual basis (in accordance with HB 3834). In addition, for certain users, there are other regulations such as Texas CJIS and the Department of State Health Services that add additional training requirements on a periodic basis to maintain access to those data systems.

Policy

Regulatory Requirements

In addition to best practices, the County is required to conduct cyber security awareness training in accordance with several regulations.

Texas HB 3834 requires all employees and elected officials to complete cyber security awareness training each year. This training requirement extends to vendors, contract and temp labor, and other applicable persons that access County data and the County computer network.

The Texas Department of Public Safety (DPS) requires that all employees, contractors, and others with access to Texas Criminal Justice Information System (CJIS) data complete cyber security awareness at least every 2 years.

The Texas Department of State Health Services (DSHS) requires that all employees and contractors with access to DSHS-regulated data take approved cyber security awareness training on an annual basis.

Training

Training in information security practices in use at Williamson County (in accordance with applicable laws and regulations) will be provided on an annual basis for all employees. Some employees may have additional modules to review depending on the data they access (e.g. CJIS, HIPAA, DSHS).

Training Requirements

The standard training will be provided for all employees and will be required to access County data and the County's computer network. Users that do not take the required training will be given a 30-day grace period to complete the training before their network account is suspended pending successful completion of training.

DRAFT

Timeframe and Deadlines

The deadline for training will be set as April 1st of each year due to the effective date of Texas HB 3834. Annual training must be reported to the state by June 14th of each year starting in 2020.

To further streamline this process, employees that have not completed required training by April 1st will have reduced account functionality until training is completed. This enforces a 'grace period' of 30 days until the hard deadline occurs on May 1st. After this time, further account measures will be taken, up to and including suspension of network access until training is complete.

Reporting and Communication

The reporting on the annual cyber security training must be reported to the state each year. Aspects of efficient communication with employees include:

- Posting of cyber security training program on county intranet
- Bi-annual email reminders to all employees
- 30-Day email reminders to specific employees that have not completed required training by March 1st
- Frequent reminders to the employee and supervisor for those that have passed the deadline (and have reduced account functionality)

Exceptions

Any exception request must be written, submitted to and approved by the Senior Director of Technology Services. Exceptions are one-time and may not be extended past 90 days without the approval of the Williamson County Commissioner's Court.

Policy Violations

Individuals that do not complete required annual training by the deadline will have limited access to the Williamson County network environment. These resources will only be fully enabled once required training has been completed.

Reference

Information on HB3834 can be found here:
https://capitol.texas.gov/billlookup/text.aspx?LegSess=82R&Bill=HB3834

DRAFT

Commissioners Court - Regular Session **80.**

Meeting Date: 09/10/2019

Liberty Hill ISD Emergency Communications and Technology Services ILA

Submitted For: Chris Connealy **Submitted By:** Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on establishing an ILA with Liberty Hill ISD for Emergency Communications and Technology Services.

Background

Emergency Services and ITS discussed with the Court on 8/27/2019 of establishing individual ILAs for Emergency Communications and Technology Services for Non-Williamson County entities. The Court was supportive of that concept. Liberty Hill ISD is establishing a law enforcement agency and has been in discussions of seeking services from Williamson County for Emergency Communications and Technology Services to support this newly formed department.The attached ILA describes the services to be provided.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Hill ISD ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:45 AM
Form Started By: Chris Connealy		Started On: 09/05/2019 10:17 AM
Final Approval Date: 09/05/2019		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND LIBERTY HILL ISD FOR PARTICIPATION AND ACCESS TO COUNTY'S DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND RELATED SUPPORT SERVICES

THIS INTERLOCAL 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 **Liberty Hill Independent School District Police Department** (hereinafter "LHISDPD"), a law enforcement agency in the State of Texas. This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I.

Participation in The County's Public Safety Software Systems and Dispatch Services: The County will provide access to the public safety software systems under its license, which it maintains and supports, including but not limited to: application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at the sole discretion of The County. LHISDPD will fall under the same Service Level Agreements (SLAs) for IT services as County Departments for software services.

The County will provide dispatch services, including but not limited to: public safety admin and 9-1-1 phone answering services, radio dispatching, associated data collection for call taking and radio dispatch function, and any additional related services that are deemed necessary at the sole discretion of The County. LHISDPD will fall under the same Service Level Agreements (SLAs) for dispatch services as County Departments for these services.

II.

Excluded Services and Items: The following list contains services and items not included under this Agreement:

1. Replacement or repair to parts, equipment or software not covered by vendor/manufacturer warranty or support or purchased directly by LHISDPD.

2. The cost of any additional software (outside The County's public safety software systems), additional licensing or upgrade fees of any kind.
3. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
4. The cost to bring LHISDPD's environment up to Minimum Standards required (*e.g.*, proper operating systems, internet connection) for services.
5. Failures due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
6. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by Williamson County and within the standard set of services provided by Technology Services and 9-1-1 Communications.
7. Training services beyond the initial one-time user training conducted by County staff.
8. Any work related to compliance with Texas CJIS and other applicable laws and regulations.
9. Services provided outside of the Normal Working Hours as published by the County's IT Service Desk.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of LHISDPD and to the extent possible, assist LHISDPD in procuring the above listed items and services. Any such assistance will be deemed Additional Services and shall be paid for by LHISDPD.

III.

Exclusion of Warranties; and Limitation of Liability: The services under this Agreement are subject to the following:

A. **SPECIFIC EXCLUSION OF WARRANTIES.** THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LHISDPD OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LHISDPD, LHISDPD'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LHISDPD OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. LIMITS ON LIABILITY. IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LHISDPD OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

1. THE AGGREGATE LIABILITY OF THE COUNTY TO LHISDPD AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LHISDPD TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
2. IN ANY CASE, LHISDPD MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

E. SEPARATE ENFORCEABILITY. SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

IV.

General Obligations of LHISDPD: Without limiting any of LHISDPD's other obligations under this Agreement, LHISDPD will:

1. Ensure that at all times at least one current staff person of LHISDPD has been fully trained on the use of the public safety software systems; Designate, by written notice, a primary and backup person as the point of contact for technology issues involving public safety software systems;
2. Notify The County of any changes in staffing that requires The County's direct communication with regards to authorized users;
3. Comply with all applicable Federal and State laws and regulations related to the use and operation of the County's public safety software systems; and
4. Abide by all relevant information technology and dispatch policies of The County set forth in Paragraph XVI below.

V.

Term: The initial term is from the date of execution of the Agreement to September 30, 2021. Following the initial term, the Agreement shall automatically renew each October 1st unless terminated pursuant to the terms of this Agreement.

VI.

No Assignment: This agreement may not be assigned.

VII.

Consideration: The County pays and maintains the basic public safety software systems and will charge LHISDPD for services and software licenses rendered as set forth in Exhibit D. The

County's policy goal in the public interest is to foster standardization and streamline law enforcement cooperative efforts on county-maintained system(s) as much as reasonably possible; therefore, LHISDPD agrees to participate in the County's public safety software systems and abide by all relevant information technology policies of The County set forth in Paragraph XVI below.

VIII.

No Authority to Bind: Neither Party shall incur any obligations for or in the name of the other Party, or have the authority to bind or obligate the other Party. Neither Party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

IX.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

X.

Good Faith Clause: The Parties agree to act in good faith in the performance of this agreement.

XI.

Confidentiality: LHISDPD expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of The County's confidential information that may be obtained while having access to The County's public safety software systems. LHISDPD further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, LHISDPD will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

Venue and Applicable Law: Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

1.1. **Notices:** The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Bill Gravell (or successor)
Title: County Judge
Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to LHISDPD:
Name: Steven Snell
Title: Superintendent
Address: **Liberty Hill ISD**
301 Forrest St.
Leander, TX 78642
Phone: (512) 260-5580

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

XV.

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

XVI.

Entire Interlocal Contract & Incorporated Documents: This interlocal 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, both current and as amended, expressly incorporated (as if copied in full) into this Contract include the following:

A. Williamson County Technology Services "Hardware & Software Requirements," as amended;
B. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended;
C. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy." as amended.
D. Charges for Services
E. Service Level Agreement for Dispatch Services

Documents listed above in items A-E are attached hereto as exhibits and are incorporated herein as if copied in full.

XVII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this agreement on behalf of The County.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:** _____

Bill Gravell
County Judge

LHISDPD

By: _____ **Date:** 9/4/19

Steven Snell
Superintendent, Liberty Hill ISD

Exhibit A

Williamson County Technology Services

Public Safety Hardware and Software Requirements Guide

Version 3

Approvals

Approval Date: 8/1/2019

Approval By: Richard Semple, IT Operations Director

Next Review Date: 8/1/2021

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1	April 2011	April 2011
2	June 2015	June 2015

Latest Version

Please check for the latest version of this document by contacting the County's Technology Services Department.

Mobile computers (Mobile Data and Field Based-Reporting)

The Recommended configurations are ruggedized laptop or tablet computers such as Panasonic Toughbooks. The County recognizes that other models of computers are in use, so a variety of other models may be used, but they must meet the minimum required specifications.

Recommended Computers

Configuration	Option 1	Option 2	Option 3	Option 4
Manufacturer:	Panasonic	Panasonic	Panasonic	Dell
Product Line:	Toughbook	Toughbook	Toughbook	Latitude
Model:	CF-31	CF-33	CF-54	5400-series
Operating System:	Windows 10 Pro	Windows 10 Pro	Windows 10 Pro	Windows 10 Pro

Other Computers

Computers other than the recommended model(s) may be used. The below table is intended to show specifications that have optimum performance and should be followed when procuring new equipment. Computers with lower specifications will still run the software, however, but may see reductions in performance. In addition, for Mobile Computers, a touchscreen interface and daylight readable screen is highly recommended.

Application	MCT/MFR (Mobile)
Processor:	7th Gen Intel Core i5
Memory (RAM):	6 GB
Storage:	128 GB
Video Resolution:	1920x1080
Operating System:	Windows 10 Pro

Standard Mobile Configuration

Each agency should define a “Standard” configuration for their agency. This means one computer configuration with the same operating system, hardware drivers, and user software. This standard will ideally be the configuration used by all of the mobile computers used by an agency.

There are different support structures from Williamson County Technology Services for the defined standard configuration and “non-standard” computers. These can be found on the document “Technology Services Support for Agencies”.

GPS/AVL Devices

All GPS devices to be used with Mobile Data software will need to be validated by Williamson County Technology Services. The County has certified the following devices as compatible with County systems (but others may be compatible):

- GlobalSat BU-353 USB GPS
- CradlePoint IBR 1100
- Utility Associates Rocket

Antivirus Software

Antivirus software is required to connect to the County network. Williamson County currently allows all antivirus software packages fully supported by NetMotion Mobility. That said, the County has standardized on ESET Endpoint Security. Please verify software compatibility with NetMotion and Technology Services before implementation. Virus definitions must be current to the latest version that is available.

Cellular Data Connections

An agency may use whatever cellular data vendor they choose, but the County recommends the use of Verizon 4G aircards, as they are known to be compatible.

Connection to Williamson County Network

Connections to the County's network from the Agency network or the internet will be managed with VPN software provided by Williamson County. NetMotion, the VPN software, will be used by all computers (mobile and desktop) that need to access County resources. This software provides 256-bit encryption that is FIPS 140-2 certified and is compatible with Texas CJIS requirements.

This software will be installed by Williamson County, and will require individual user logins to the County's network.

The connection used to connect to the internet either from the agency office or mobile computer is the responsibility of the agency. Performance of the software will be affected by the speed of the agency's internet connection, so high-speed internet is required for optimal performance.

Operating System Updates

The only current operating system platform supported is Microsoft Windows 10 or later. The agency must apply all service packs, patches and regular security updates to maintain current support by Microsoft and be compatible with the County network, unless any issues are noted with public safety systems by Williamson County Technology Services or the agency.

Public Safety Software

The software used as part of County's Public Safety Software suite is all licensed software that must be kept track of accurately due to the limited number of licenses available. This will be the responsibility of Williamson County and will not be serviceable by the agency in any way. Copying or modification of County-owned software is prohibited.

When a laptop or desktop is no longer in use, the County's software must be destroyed by the agency or Williamson County. In either case, the County must be notified as quickly as possible in order to disable the access for that device.

Exhibit B

Williamson County Technology Services

6.5. Public Safety Software Configuration Policy

DRAFT Version 1.0

DRAFT

Approvals

Policy Approval Date: Date

Final Approval By: Richard Semple, IT Operations Director

Policy Effective Date: Date

Next Review Date: Date

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1.0	Date	Date

Scope

This policy applies to all software and hardware that is part of Williamson County's Public Safety Software Suite. A full list of software can be obtained by contacting Technology Services. Generally, however, the following areas are covered by this document:

- Computer-Aided Dispatch software
- Mobile Computer Terminals (MCTs)
- Law Enforcement Records Management Systems (RMS) software
- Fire RMS software
- EMS System Status Management software
- Paging/Toning
- Interfaces
- Two-Factor Authentication
- Mobile routers

Purpose

Provide process and structure for configuration changes to public safety software systems in use at Williamson County.

Definitions

Configuration Change

A configuration change as defined by this policy is: alterations to features and functionality of the software, hardware, or processes that impact any agency or the support & maintenance of the system.

A configuration change is NOT:

1. Edits to users/personnel (new, deletes, rights changes)
2. Edits to units (adds, deletes, capability changes) within defined unit types
3. Internal departmental workflow, process changes
4. New projects (new hardware, software, or major process implementation)

Departmental Configuration Changes

Configuration changes that are determined to only affect the submitting department are Departmental Changes and do NOT go to the Governing Body. These are evaluated and implemented by the Department and/or Technology Services directly.

Emergency Configuration Change

Configuration changes that occur, and are relevant to, one of the following conditions is considered an emergency configuration change:

- Loss of essential functionality due to unplanned hardware or software changes or failures
- Natural disasters or other declared emergencies that change business practices
- Personnel changes that are unforeseen and have an immediate and major impact to operations
- Other situations that are approved by the Manager of the Public Safety Technology Division of Technology Services

DRAFT

Governing Body

The group or team of department representatives that has been charged with the general oversight of the software, hardware or process. The Governing Body is an information sharing and advisory group that helps set the direction for use, standards, future development, and prioritization of issues. Technology Services manages the software and hardware on behalf of the customers and the Governing Bodies.

These are currently defined as:

CAD/MCT	**Dispatch Steering Committee**
CAD Interfaces/related software	**Dispatch Steering Committee**
Deccan	**Dispatch Steering Committee**
Fire RMS	**Dispatch Steering Committee**
Law RMS/MFR	**RMS Team**

Multi-Agency Configuration Changes

Configuration changes that impact more than one agency are considered "multi-agency" configuration changes that require the approval of the appropriate body before completing the Configuration Management workflow.

Policy

Initiating Configuration Changes

The department head or designated agency Point-of-Contact should submit a Change Request Form found on the Technology Services SharePoint Page. This form is an important first step to capture the basic information so that more conversations and discovery can take place.

Configuration Management

If the configuration change requested falls under the definition of a Departmental Configuration Change, the timeline and test plan will be mutually developed by Technology Services and the submitting department. Many times, the scheduling will be determined by the location in the queue, priority, severity and external deadlines.

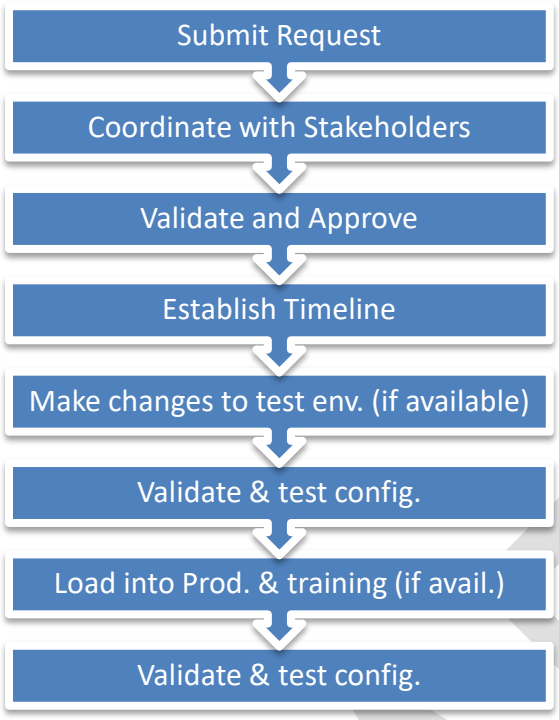
Multi-Agency configuration changes will be routed to the appropriate Governing Body for consent after an initial review. When the Governing Body consents (or has delegated consent), then the timeline and test plan will be developed.

If the configuration change requires contracts or large changes to the scope of the project, additional approvals may be required. For example, work contracted out may require a Scope of Work and contract from a vendor, which means that the County Commissioner's Court may need to consent to the work.

Whenever possible, changes will be first loaded into a test environment and run through a series of test scripts to validate the configuration. After this the production (live) environment and any applicable training environments can be updated. A final validation will take place after loading into the live environment.

These changes will follow this general workflow:

DRAFT



Delays or Rejections of Configuration Changes

Changes can be rejected or delayed at any step in the process for several reasons, however the intent of the Configuration Management process is to enable change, not reject it. Some reasons for delays or rejections may be:

- Outside Scope – The configuration requested changes the defined scope of the project, the support model, or other parameter that would modify the project beyond the intended scope.
- Large Impact – The configuration requested would create a burden on another agency (for workload, support, etc.) that is not able to be sustained in the current form.
- Violation of policies or laws – configurations that would run contraindicatory to County policy, local, State, or Federal law
- Funding – sufficient funding is not in place to support the requested configuration at the current time.
- Other reasons as justified by the Technology Services or the Governing Body.

In the event of rejection, it is incumbent on all parties to come up with alternatives that are suitable to the department requesting the change while satisfying the concerns of stakeholders.

Emergency Configuration Changes

Certain unforeseeable circumstances require modification to configurations to be made with little to no time to test and validate the change. These are exceedingly rare, but even in a verifiable Emergency, the change will still go through the Technology Services Change Management process. However, the change may be made in advance of the approvals and testing at the discretion of the Public Safety Technology Manager (or superior) and the change will route through the process after for review and final approvals.

DRAFT

Special Note: Agency Map Area Changes

Configuration Changes Due to Annexations

Configuration modifications to response boundaries due to the annexation of a city are generally updated by the Public Safety Technology staff after notice from the city. However, if the city has not notified the GIS or 9-1-1 Addressing groups, the department may initiate the change by contacting the city as well as the Public Safety Technology staff.

Configuration Changes based on Agreements/Contracts

All changes to agency map layers must be approved by the Chief or designated Point-of-Contact (POC) in writing. A map showing the proposed change is required. A paper map or digital file may be submitted illustrating the changes to be made.

As all boundaries of the agency layer touch another agency, each change means that at least two department's areas will be affected. Therefore, all changes to this layer must be approved by all of the affected departments.

This approval must come from each affected Chief or a designated Point-of-Contact (POC) in writing. One map showing the change needs to be signed by each Chief or POC and submitted to the Public Safety Technology Division. Alternatively, if a written agreement between departments or between an ESD/City and a fire department exists already, that document can be submitted to the Public Safety Technology Division.

If additional map or technical support is needed, as well as when the configuration change requests are ready to be submitted, a work order must be sent to Williamson County Technology Services Staff.

Exceptions

The Manager of Public Safety Technology (or superior) may exempt specific configuration requests from this process on a case-by-case basis, however, this must be used sparingly and full justification and documentation of such exemption must be made under the Technology Services Policy Exemption form.

Policy Violations

A violation of this policy might result in violations to other County policies, state or federal law. Violations of applicable laws may incur legal consequences, and violations of County policies may lead to loss of access to particular resources, and/or disciplinary action up to, and including, termination. All violations will be referred to the department head or elected official and any other appropriate County officials.

DRAFT

Exhibit C

Williamson County Technology Services

6.7. Technology Services Support for Non-County Public Safety Agencies

Version 2

DRAFT

Approvals

Policy Approval Date: Date

Final Approval By: Williamson County Commissioner's Court

Policy Effective Date: Date

Next Review Date: September 1, 2021

Version Information

This version supersedes all previous versions and all others should be considered obsolete.

Version History

Version	Approved Date	Effective Date
1	4/5/2011	4/5/2011
2		

Scope

This policy applies non-County agencies that are supported by Technology Services for their public safety software systems.

Purpose

This policy is designed to outline the support model as well as any charges for services that are outside the scope of supporting County software on agency devices.

Definitions

Agency

A City, ESD, or other provider of emergency services using County-owned software for public safety.

Policy

Services Offered

The County's Technology Services department will support issues related to County-owned software installed on authorized Agency devices. This includes (but is not limited to):

- County software install & maintenance
- GPS/AVL issues
- GIS Data/Mapping (refer to County GIS policies for details)
- Training on Public Safety Software Systems

Services NOT offered

The County's Technology Services Department is not the Agency's IT service provider. Therefore, the County will not be responsible for (among other things):

- PC & Laptop software and hardware support
- Virus checking and removal
- Networking issues
- 3rd party software support or install
- Personal/agency data migration/recovery
- CJIS or other regulatory compliance

Hours of Support & Response Times

Williamson County Technology Services staff are available during published office hours (excluding County holidays) for routine support.

Emergency support is available for certain system-wide issues. Individual PC or laptop repairs or single-user issues are not considered "emergency" and will be handled by Technology Services staff during regular business hours.

DRAFT

Support Services

Agencies can submit incidents to the County's IT Service Desk and they will be triaged and processed accordingly during business hours. Only incidents that prevent multiple users from accessing needed resources will be answered outside of normal business hours. Refer to procedure guides from Technology Services on the process to submit incidents.

Training Services

Training for various software, hardware, and processes is available from Williamson County Technology Services. This is available one-time for each product implementation but may be conducted periodically at the County's discretion.

Exceptions

Exceptions to this policy can be requested in writing to a Director in Technology Services. Any exceptions granted will be on a case-by-case basis and will be for single events only.

Policy Violations

A violation of this policy might result in violations to other County policies, state or federal law. Violations of applicable laws may incur legal consequences, and violations of County policies may lead to loss of access to County resources. All violations will be referred to the department head or elected official and any other appropriate County officials.

DRAFT

EXHIBIT D
COST SCHEDULE
(Incorporated as if copied in full as amended at the
sole discretion of the Williamson County Commissioners Court)

Total Users/Units: 4

Costs	FY 2020 Costs	Annual Estimated Support
Cost of Dispatch / Telecommunicator Services	$ 21,600.00	$ 21,600.00
Cost of Technology Services	$ 3,650.83	$ 2,997.22

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date party receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the party receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

EXHIBIT E

SERVICE LEVEL AGREEMENT FOR DISPATCH SERVICES

There is no Service Level Agreement at this time, as this document is still in development. This document may be adopted at a time in the future by the Commissioner's Court.

Commissioners Court - Regular Session **81.**

Meeting Date: 09/10/2019

SO Victims Assistant BA Rev 9.10.19

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office Victim's Assistance Donations.

Background

Gina Weesner serves as a Sheriff's Office VA volunteer and wanted to make a cash donation to the VA Division in the amount of $200.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:24 PM
Form Started By: Melanie Denny		Started On: 09/03/2019 10:57 AM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **82.**

Meeting Date: 09/10/2019

SO Victims Asstistance BA Exp 9.10.19

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office Victim's Assistance Donations.

Background

Gina Weesner serves as a Sheriff's Office VA volunteer and wanted to make a cash donation to the VA Division in the amount of $200.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	Use of VA Donations	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:25 PM
Form Started By: Melanie Denny		Started On: 09/03/2019 10:57 AM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **83.**

Meeting Date: 09/10/2019

Debt Service BA 9.10.19

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The county has three tax increment financing agreements with Georgetown, Leander and Taylor. Budget is based on preliminary assessed values in April. The certified values are not finalized until July. The certified values were higher than expected. Additional budget is needed to pay the invoices per the agreements. Interest is coming in higher than anticipated and can offset the additional expense.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0000.361300	Interest, Investments	$37,667.28

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:28 PM

Form Started By: Melanie Denny Started On: 09/03/2019 01:50 PM

Final Approval Date: 09/04/2019

Commissioners Court - Regular Session **84.**

Meeting Date: 09/10/2019

Debt Service BA 9.10.19

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The county has three tax increment financing agreements with Georgetown, Leander and Taylor. Budget is based on preliminary assessed values in April. The certified values are not finalized until July. The certified values were higher than expected. Additional budget is needed to pay the invoices per the agreements.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0600.004604	Pymts To TIR/TIRZ	$37,667.28

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:27 PM
Form Started By: Melanie Denny		Started On: 09/03/2019 12:44 PM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **85.**

Meeting Date: 09/10/2019

NACA BA Rev 9.10.19

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$155.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:29 PM
Form Started By: Melanie Denny		Started On: 09/03/2019 03:11 PM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **86.**

Meeting Date: 09/10/2019

NACA BA Exp 9.10.19

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$155.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/04/2019 01:30 PM
Form Started By: Melanie Denny		Started On: 09/03/2019 03:11 PM
Final Approval Date: 09/04/2019		

Commissioners Court - Regular Session **87.**

Meeting Date: 09/10/2019

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

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/26/2019 08:23 AM
Form Started By: Vicky Edwards		Started On: 08/23/2019 10:27 AM
Final Approval Date: 08/26/2019		

Commissioners Court - Regular Session **88.**

Meeting Date: 09/10/2019

Dunaway WA1 Cave Void Closure Plans

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on September 30, 2020 under Williamson County Contract for Engineering Services between Dunaway Associates and Williamson County dated September 10, 2019 for Structural Engineering Services Cave Void Closure Plans.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dunaway WA1 Cave Void Closure Plans

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/04/2019 08:55 AM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 10:39 AM
Form Started By: Vicky Edwards		Started On: 08/29/2019 03:10 PM
Final Approval Date: 09/04/2019		

WORK AUTHORIZATION NO. 1

PROJECT: Structural Engineering Services Cave Void Closure Plans (1904-314)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **September 10, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Dunaway Associates** (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 **September 30, 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:

Dunaway & Associates

By: _____
Signature

Ross H. Eubanks, PE, SE
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 will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by Engineer

Please see following pages.

ENGINEERING SERVICES

Project Understanding and Approach

The Scope of Work consists of structural engineering review of cave void closure plan services and miscellaneous structural analysis for various void closures.

The Project approach follows the task items listed below in the detailed Scope of Work. In addition to the tasks listed herein, Engineer will coordinate the following subconsultants' work on behalf of Williamson County:

- Geotechnical Investigation to obtain in-situ soil/rock material properties
- Surface Elevation Survey to map topography within the roadway and determine cave roof thicknesses in relation to the geological void description and profiles.

DETAILED SCOPE OF WORK

1. Site Investigation and Stabilization Plan- Engineer will conduct site visits to document the as is conditions, research the appropriate regulatory approval agency requirements and prepare a site stabilization plan to the County. This exhibit will show an overlay of the extents of the void on an aerial map (as provided in the geologist's report), utility information, extents of demolition to the void opening, and procedure to stabilize and secure the void opening and adjacent areas.

2. Topographical and Right of Way Survey

3. Geotechnical Subsurface Exploration-
   a. Perform a subsurface exploration to core the underlying limestone rock
   b. Obtain rock recovery and rock quality designation (RQD) information
   c. Perform unconfined compressive strength testing on five (5) rock cores to 30feet depth collected during the drilling.

4. Coordination with Approval Agencies (Hourly) -Engineer will participate in meetings and conferences to discuss the approach and development of mitigation procedures for the void. Engineer will coordinate with the following agencies:

- Williamson County
- Texas Commission on Environmental Quality (TCEQ)
- Brushy Creek Municipal Utility District (BCMUD)
- Geotechnical Engineering Company
- Licensed Surveyor
- Franchise Utility Companies

In addition, Engineer will respond to comments and requests. Engineer has included the time to make any and all necessary revisions to design plans per regulatory agency code and regulations. Engineer will perform site visits as requested.

5. Construction Documents – Public Improvements – Engineer will prepare construction documents for the public infrastructure repair and structural mitigation procedures for this project. The anticipated repairs consist of the following:
    a. Replacement of the damaged water line, gas line and storm sewer.
    b. Reconstruction of the roadway, curb and sidewalk improvements in the County ROW.
    c. Structural mitigation plans, details and procedures to properly close off and seal the void in the County ROW and in accordance with TCEQ requirements.

    These construction documents will be signed and sealed by a Registered Professional Engineer licensed in the State of Texas and will be processed with Williamson County for approval and construction. A set of engineering specifications will accompany the construction drawings. A tentative list of drawings required to meet the objectives of this Project are as follows:

    Cover Sheet
    General Notes
    Existing Site Civil Plan w/ Erosion Control Facilities & Details
    Final Site Civil Plan
    Structural Mitigation Plan
    Utility Details
    Miscellaneous Details

6. Project Management and Construction Administration Services (Hourly) -- Engineer will provide the following services as necessary:
    a. Submit bid documents and specifications to prequalified contractors (invited by Williamson County) to bid construction documents. Engineer will help manage the procurement of bids and present to Williamson County for selection and approval.
    b. Review and respond on the County's behalf for site plan submittals related to elements of the design for which Engineer is responsible.
    c. Review and respond to written Requests for Information from the County's contractor regarding elements of the design for which Engineer is responsible.
    d. Make site visits, as required, during construction to monitor the progress of construction in accordance with the approved plans and specifications.

Only those services specifically mentioned in the Scope of Work above shall be provided by Engineer.

ADDITIONAL SERVICES (not included in the Scope of Work)

The following is a list of services not included in the Scope of Work. If the County determines any of these services are necessary to the Project, Engineer and County shall execute a contract modification setting out a description of the Additional Services, fees for such services and a schedule for performing the Additional Services.

1. Design of franchise utilities (gas, electric, telephone and cable TV) will be conducted by the franchise utility companies. Usually, each franchise utility company will provide its own design. If desired, Engineer will show the conduit for each of these on our drawings provided that the size, number and material for each conduit is provided to Engineer by the utility company.
2. Redesign efforts related to site plan changes after significant design efforts have begun or redesign efforts to meet construction budgets are not included.
3. Surveying services such as boundary, tree, and as-built surveys and easements by separate instrument are not included unless specifically mentioned in the Scope of Work.
4. Soil Investigation/Laboratory Testing – Engineer recommends that the County retain an independent laboratory for use in any testing required during the design phase, i.e., for density approval in the street rights-of-way, and for any site excavation and embankment that might be required for this Project.
5. Construction testing services are not included; however, Engineer recommends that the County retain a geotechnical engineering consultant to provide construction testing services.
6. Sanitary sewer design and maintenance services will not be included in the Scope of Services.
7. All civil work within the Scope of Work is limited to the public Right-of-Way.
8. Water profile design is not included in the Scope of Services.
9. Traffic control plan and details will not be included as part of this Project's Scope of Work.
10. Contract amendments by contractor are not included in the Scope of Work.

Attachment C – Work Schedule

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

Attachment D - Fee Schedule

Please see next page.

DUNAWAY

2019 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	$85.00 - $154.00
Information Systems	$100.00 - $110.00
Marketing/Business Development	$90.00 - $220.00
Financial	$120.00 - $220.00
Civil Technician	$95.00 - $121.00
Civil Designer	$120.00 - $143.00
Graduate Engineer	$118.00 - $135.00
Project Engineer	$135.00 - $209.00
Managing Engineer	$175.00 - $193.00
Technical Engineer	$195.00 - $242.00
Project Surveyor	$140.00 - $154.00
Survey Party Chief	$120.00 - $154.00
Survey Technician	$100.00 - $127.00
Survey Field Assistant	$63.00 - $75.00
GIS	$105.00 - $116.00
Planner	$100.00 - $209.00
Landscape Designer	$105.00 - $116.00
Landscape Architect	$100.00 - $138.00
Environmental Scientist	$105.00 - $116.00
Intern	$75.00 - $83.00
Discipline Lead	$130.00 - $242.00
Engagement Manager	$175.00 - $297.00
Line of Business Manager/Executive	$220.00 - $259.00
Regional Executive	$235.00 - $259.00
Managing Partner	$325.00 - $358.00
President	$400.00 - $440.00

Commissioners Court - Regular Session **89.**

Meeting Date: 09/10/2019

CR 118 at Cottonwood Creek Bridge AFA

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-204 CR 118 at Cottonwood Creek with the Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 118 at Cottonwood Creek Bridge AFA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/04/2019 08:55 AM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 10:40 AM
Form Started By: Vicky Edwards		Started On: 08/30/2019 08:31 AM
Final Approval Date: 09/04/2019		

MEMO

August 20, 2019

To: Andrew Bush
Bridge Division

From: Kathleen Newton
Austin District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0914-05-204
Local Government: Williamson County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement **has** / **has not** been modified. (circle one)
3. If modified, date of Bridge approval: Click here to enter a date.
4. Modifications made are as follows: Click here to enter text.

Approval of this contract is requested.

Attachment

DRAFT

CSJ #0914-05-204
District #14 - Austin
Code Chart 64 #50246
Project:CR 118 @ Cottonwood Creek
NBI Structure #14-246-0-AA04-94-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Williamson, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 118 at Cottonwood Creek and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

DRAFT

CSJ #0914-05-204
District #14 - Austin
Code Chart 64 #50246
Project:CR 118 @ Cottonwood Creek
NBI Structure #14-246-0-AA04-94-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or

D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

DRAFT

6. Right of Way and Real Property

A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

DRAFT

Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a “Notification of Completion” acknowledging the Project’s construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State’s estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

DRAFT

addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

DRAFT

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%).

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

DRAFT

more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

DRAFT

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
County of Williamson
710 S. Main St., Ste. 101
Georgetown, TX 78626

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

DRAFT

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

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

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

DRAFT

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

DRAFT

so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

DRAFT

take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

DRAFT

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:

DRAFT

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

DRAFT

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- **A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- **H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- **I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- **J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

DRAFT

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

DRAFT

Each Party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

_____
Date

DRAFT

CSJ #0914-05-204
District #14 - Austin
Code Chart 64 #50246
Project:CR 118 @ Cottonwood Creek
NBI Structure #14-246-0-AA04-94-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT
RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitate or remove structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson** County, hereinafter referred to as the Local Government, own bridges:

Located on **CR 258 at NORTH SAN GABRIEL RI**, National Bridge Inventory (NBI) Structure Number **142460AA0147002**, Control-Section-Job (CSJ) Number **0914-05-132**; and

Located on **CR 126 at BRANCH OF MILEHAM BR**, National Bridge Inventory (NBI) Structure Number **142460AA0487001**, Control-Section-Job (CSJ) Number **0914-05-137**; and

Located on **BRUSHY BEND DR at BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0836001**, Control-Section-Job (CSJ) Number **0914-05-153**; and

Located on **CR 452 at BRANCH OF MUSTANG CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0413001**, Control-Section-Job (CSJ) Number **0914-05-174**; and

Located on **CR 143 at DRY BERRY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0171001**, Control-Section-Job (CSJ) Number **0914-05-203**; and

Located on **CR 118 at COTTONWOOD CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0494001**, Control-Section-Job (CSJ) Number **0914-05-204**; and

Located on **BRUSHY CRK RGNL TR at S BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA1311001**, Control-Section-Job (CSJ) Number **0914-05-205**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291** dated **August 30, 2018**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction,

DRAFT

such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is **$628,375**, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

DRAFT

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project (PWP) not yet awarded:

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

DRAFT

APPROVAL SIGNATURES

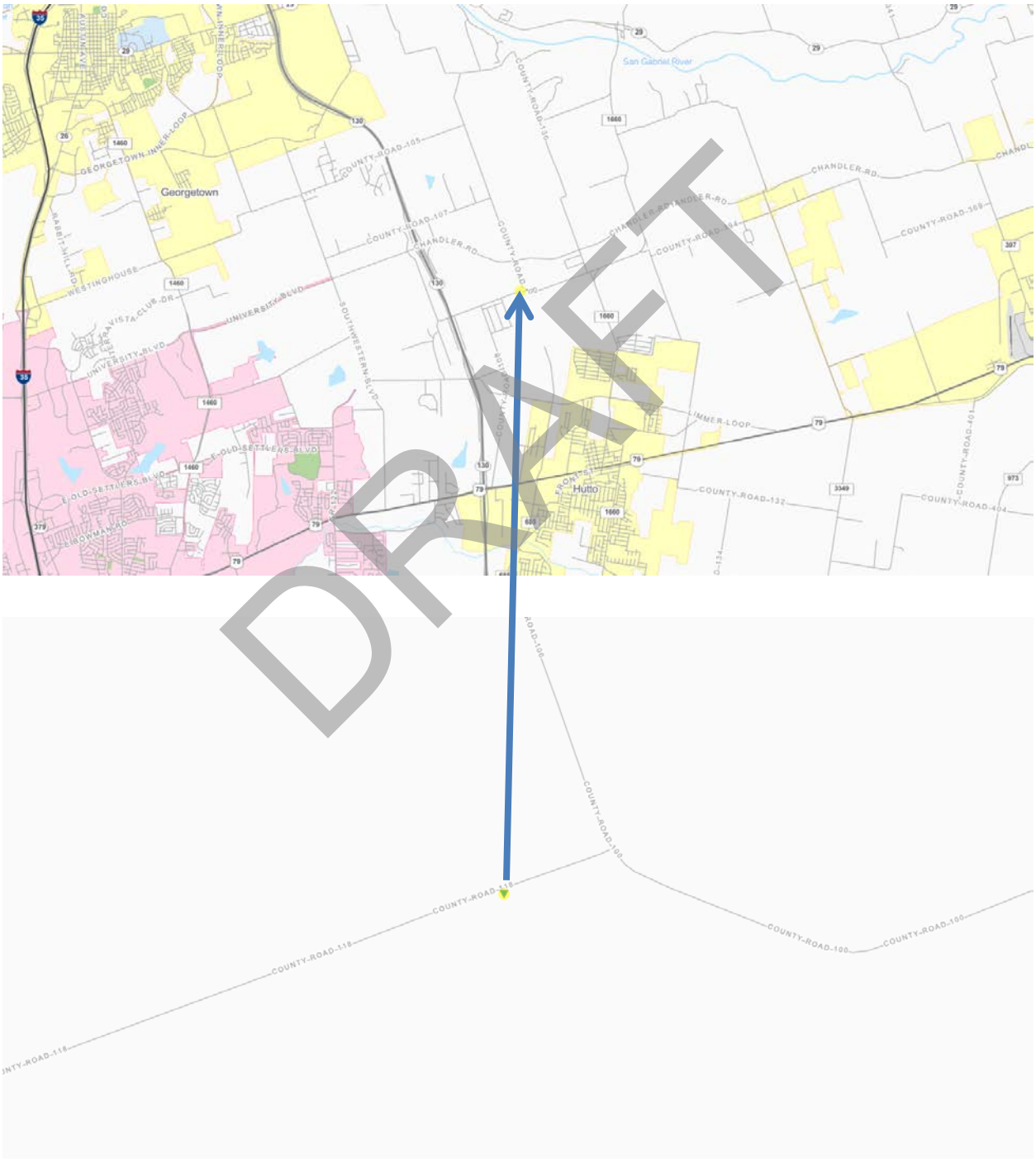
Bill Gravell

Williamson County Judge

Date 6/4/19

CSJ #0914-05-204
District #14 - Austin
Code Chart 64 #50246
Project:CR 118 @ Cottonwood Creek
NBI Structure #14-246-0-AA04-94-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



DRAFT

CSJ #0914-05-204
District #14 - Austin
Code Chart 64 #50246
Project:CR 118 @ Cottonwood Creek
NBI Structure #14-246-0-AA04-94-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904.00
Total				$2,513,904.00
EMP work credited to this PWP*				$ 68,750.00
Balance of EMP work available to associated PWPs				$2,445,154.00

Associated PWPs CSJs	Amount to be Credited to Associated PWPs
0914-05-174	$ 61,875.00
0914-05-137	$ 96,250.00
0914-05-203	$ 82,607.00
0914-05-153	$110,000.00
0914-05-205	$ 68,750.00
0914-05-132	$222,750.00

DRAFT

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ #0914-05-204
District #14 - Austin
Code Chart 64 #50246
Project:CR 118 @ Cottonwood Creek
NBI Structure #14-246-0-AA04-94-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1) $ 115,000.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) $ 11,500.00
Construction	$ 500,000.00	
Engineering and Contingency (E&C)	$ 72,500.00	
The Sum of Construction and E&C	(2) $ 572,500.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ 57,250.00
Amount of Advance Funds Paid by Local Government *		(5) $ 0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $ 0.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $ 68,750.00
Total Project Direct Cost	(1+2) $ 687,500.00	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $68,750.00

DRAFT

Commissioners Court - Regular Session **90.**

Meeting Date: 09/10/2019

CR 258 at N San Gabriel Riv AFA

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-132 at CR 258 at N San Gabriel River with the Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 258 at N San Gabriel Riv AFA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/04/2019 08:55 AM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 10:41 AM
Form Started By: Vicky Edwards		Started On: 09/03/2019 01:18 PM
Final Approval Date: 09/04/2019		

MEMO

August 20, 2019

To: Andrew Bush
Bridge Division

From: Kathleen Newton
Austin District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0914-05-132
Local Government: Williamson County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement **has** / (**has not**) been modified. (circle one)
3. If modified, date of Bridge approval: Click here to enter a date.
4. Modifications made are as follows: Click here to enter text.

Approval of this contract is requested.

Attachment

DRAFT

CSJ #0914-05-132
District #14 - Austin
Code Chart 64 #50246
Project: CR 258 @ N. San Gabriel Riv.
NBI Structure #14-246-0-AA01-47-002
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Williamson, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 258 at North San Gabriel River, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

DRAFT

CSJ #0914-05-132
District #14 - Austin
Code Chart 64 #50246
Project: CR 258 @ N. San Gabriel Riv.
NBI Structure #14-246-0-AA01-47-002
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or

D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

DRAFT

6. Right of Way and Real Property

A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

DRAFT

Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

DRAFT

addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

DRAFT

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%).

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

DRAFT

more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

DRAFT

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
County of Williamson
710 S. Main St., Ste. 101
Georgetown, TX 78626

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

DRAFT

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

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

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

DRAFT

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

DRAFT

so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

DRAFT

take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

DRAFT

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:

DRAFT

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

DRAFT

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- **A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- **H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- **I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- **J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

DRAFT

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

DRAFT

Each Party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

_____
Date

DRAFT

CSJ #0914-05-132
District #14 - Austin
Code Chart 64 #50246
Project: CR 258 @ N. San Gabriel Riv.
NBI Structure #14-246-0-AA01-47-002
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitate or remove structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson** County, hereinafter referred to as the Local Government, own bridges:

Located on **CR 258 at NORTH SAN GABRIEL RI**, National Bridge Inventory (NBI) Structure Number **142460AA0147002**, Control-Section-Job (CSJ) Number **0914-05-132**; and

Located on **CR 126 at BRANCH OF MILEHAM BR**, National Bridge Inventory (NBI) Structure Number **142460AA0487001**, Control-Section-Job (CSJ) Number **0914-05-137**; and

Located on **BRUSHY BEND DR at BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0836001**, Control-Section-Job (CSJ) Number **0914-05-153**; and

Located on **CR 452 at BRANCH OF MUSTANG CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0413001**, Control-Section-Job (CSJ) Number **0914-05-174**; and

Located on **CR 143 at DRY BERRY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0171001**, Control-Section-Job (CSJ) Number **0914-05-203**; and

Located on **CR 118 at COTTONWOOD CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0494001**, Control-Section-Job (CSJ) Number **0914-05-204**; and

Located on **BRUSHY CRK RGNL TR at S BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA1311001**, Control-Section-Job (CSJ) Number **0914-05-205**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291** dated **August 30, 2018**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction,

DRAFT

such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is **$628,375**, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

DRAFT

CSJ #0914-05-132
District #14 - Austin
Code Chart 64 #50246
Project: CR 258 @ N. San Gabriel Riv.
NBI Structure #14-246-0-AA01-47-002
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project (PWP) not yet awarded:

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVAL SIGNATURES

Bill Gravell

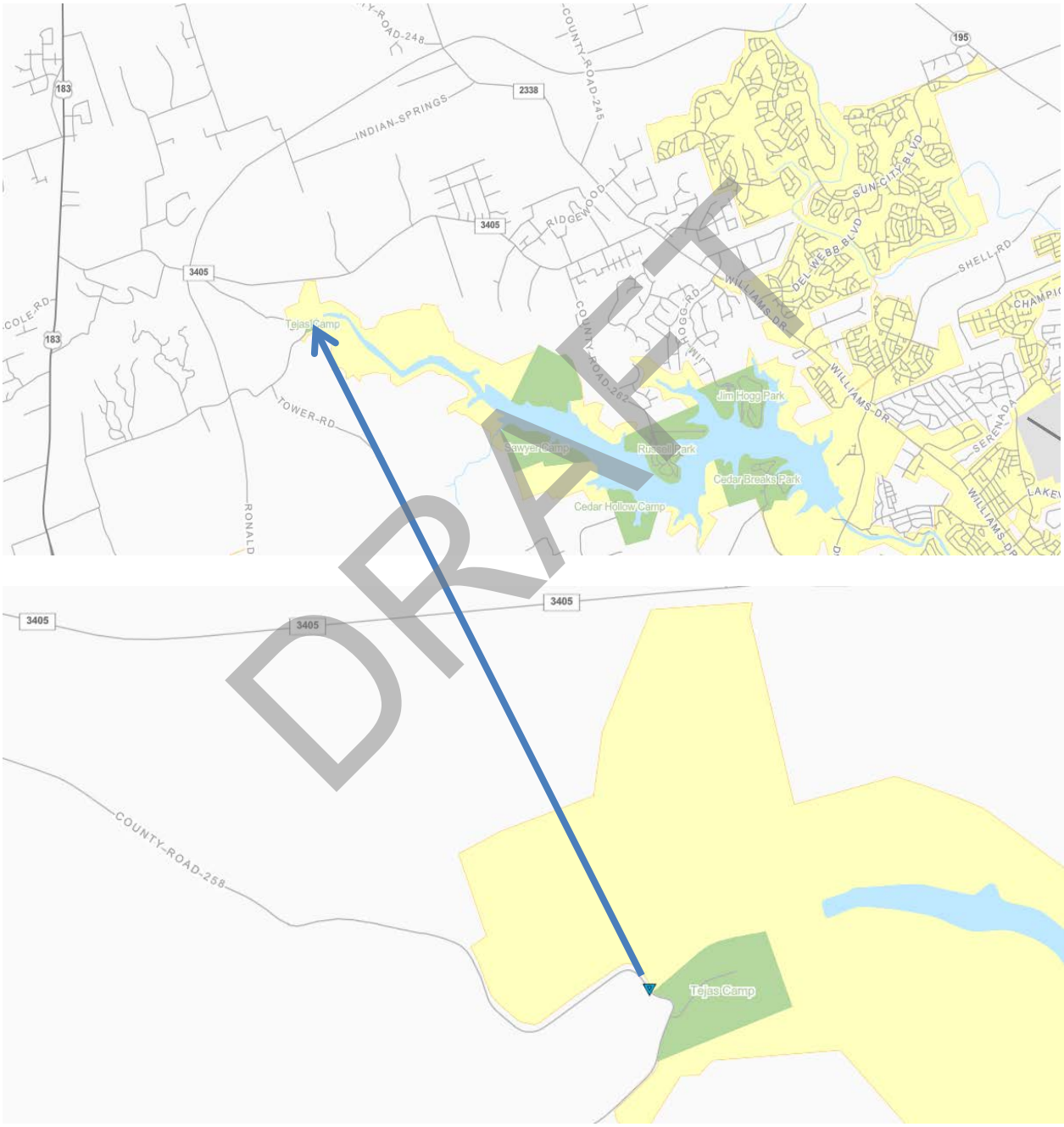
Williamson County Judge

Date 6/4/19

DRAFT

CSJ #0914-05-132
District #14 - Austin
Code Chart 64 #50246
Project: CR 258 @ N. San Gabriel Riv.
NBI Structure #14-246-0-AA01-47-002
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



DRAFT

CSJ #0914-05-132
District #14 - Austin
Code Chart 64 #50246
Project: CR 258 @ N. San Gabriel Riv.
NBI Structure #14-246-0-AA01-47-002
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904.00
Total				$2,513,904.00
EMP work credited to this PWP*				$ 222,750.00
Balance of EMP work available to associated PWPs				$2,291,154.00

Associated PWPs CSJs	Amount to be Credited to Associated PWPs
0914-05-174	$ 61,875.00
0914-05-137	$ 96,250.00
0914-05-204	$ 68,750.00
0914-05-205	$ 68,750.00
0914-05-153	$110,000.00
0914-05-203	$ 82,607.00

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

DRAFT

CSJ #0914-05-132
District #14 - Austin
Code Chart 64 #50246
Project: CR 258 @ N. San Gabriel Riv.
NBI Structure #14-246-0-AA01-47-002
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1)$ 372,600.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3)$ 37,260.00
Construction	$ 1,620,000.00	
Engineering and Contingency (E&C)	$ 234,900.00	
The Sum of Construction and E&C	(2)$ 1,854,900.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4)$ 185,490.00
Amount of Advance Funds Paid by Local Government *		(5)$ 0.00
Amount of Advance Funds to be Paid by Local Government *		(6)$ 0.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $222,750.00
Total Project Direct Cost	(1+2)$ 2,227,500.00	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $222,750.00

DRAFT

Commissioners Court - Regular Session **91.**

Meeting Date: 09/10/2019

CR 452 at Branch of Mustang Creek AFA

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-174 at CR 452 at Branch of Mustang Creek with the Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 452 at Branch of Mustang Creek

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/04/2019 08:55 AM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 10:43 AM
Form Started By: Vicky Edwards		Started On: 09/03/2019 01:22 PM
Final Approval Date: 09/04/2019		

MEMO

August 20, 2019

To: Andrew Bush
Bridge Division

From: Kathleen Newton
Austin District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0914-05-174
Local Government: Williamson County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement **has** / (**has not**) been modified. (circle one)
3. If modified, date of Bridge approval: Click here to enter a date.
4. Modifications made are as follows: Click here to enter text.

Approval of this contract is requested.

Attachment

DRAFT

CSJ #0914-05-174
District #14 - Austin
Code Chart 64 #50246
Project: CR 452 @ Br of Mustang Creek
NBI Structure #14-246-0-AA04-13-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.:_20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Williamson, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 452 at Branch of Mustang Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

DRAFT

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or

D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

DRAFT

6. Right of Way and Real Property

A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

DRAFT

Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a “Notification of Completion” acknowledging the Project’s construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State’s estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

DRAFT

addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

DRAFT

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%).

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

DRAFT

more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

DRAFT

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
County of Williamson
710 S. Main St., Ste. 101
Georgetown, TX 78626

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

DRAFT

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

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

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

DRAFT

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

DRAFT

so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

DRAFT

take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

DRAFT

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:

DRAFT

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

DRAFT

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- **A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- **H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- **I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- **J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

DRAFT

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

DRAFT

Each Party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

_____
Date

DRAFT

CSJ #0914-05-174
District #14 - Austin
Code Chart 64 #50246
Project: CR 452 @ Br of Mustang Creek
NBI Structure #14-246-0-AA04-13-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.:_20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitate or remove structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson** County, hereinafter referred to as the Local Government, own bridges:

Located on **CR 258 at NORTH SAN GABRIEL RI**, National Bridge Inventory (NBI) Structure Number **142460AA0147002**, Control-Section-Job (CSJ) Number **0914-05-132**; and

Located on **CR 126 at BRANCH OF MILEHAM BR**, National Bridge Inventory (NBI) Structure Number **142460AA0487001**, Control-Section-Job (CSJ) Number **0914-05-137**; and

Located on **BRUSHY BEND DR at BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0836001**, Control-Section-Job (CSJ) Number **0914-05-153**; and

Located on **CR 452 at BRANCH OF MUSTANG CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0413001**, Control-Section-Job (CSJ) Number **0914-05-174**; and

Located on **CR 143 at DRY BERRY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0171001**, Control-Section-Job (CSJ) Number **0914-05-203**; and

Located on **CR 118 at COTTONWOOD CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0494001**, Control-Section-Job (CSJ) Number **0914-05-204**; and

Located on **BRUSHY CRK RGNL TR at S BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA1311001**, Control-Section-Job (CSJ) Number **0914-05-205**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291** dated **August 30, 2018**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction,

DRAFT

such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is **$628,375**, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

DRAFT

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project (PWP) not yet awarded:

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVAL SIGNATURES

Bill Gravell

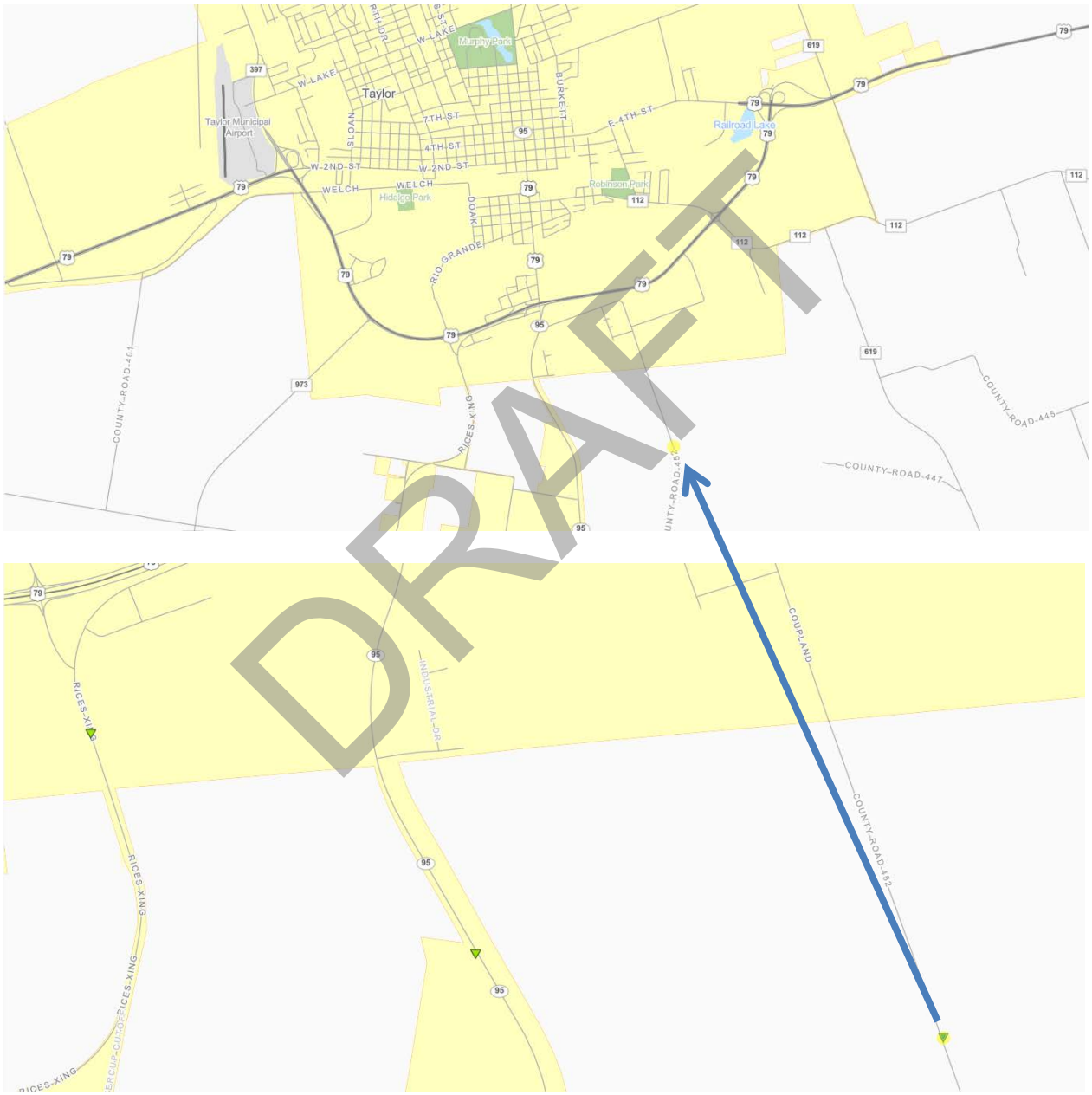
Williamson County Judge

Date 6/4/19

DRAFT

CSJ #0914-05-174
District #14 - Austin
Code Chart 64 #50246
Project: CR 452 @ Br of Mustang Creek
NBI Structure #14-246-0-AA04-13-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.:_20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



DRAFT

CSJ #0914-05-174
District #14 - Austin
Code Chart 64 #50246
Project: CR 452 @ Br of Mustang Creek
NBI Structure #14-246-0-AA04-13-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.:_20.205
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904.00
Total				$2,513,904.00
EMP work credited to this PWP*				$ 61,875.00
Balance of EMP work available to associated PWPs				$2,452,029.00

Associated PWPs CSJs	Amount to be Credited to Associated PWPs
0914-05-137	$ 96,250.00
0914-05-204	$ 68,750.00
0914-05-203	$ 82,607.00
0914-05-153	$110,000.00
0914-05-205	$ 68,750.00
0914-05-132	$222,750.00

DRAFT

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ #0914-05-174
District #14 - Austin
Code Chart 64 #50246
Project: CR 452 @ Br of Mustang Creek
NBI Structure #14-246-0-AA04-13-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.:_20.205
Not Research and Development

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1) $ 103,500.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) $ 10,350.00
Construction	$ 450,000.00	
Engineering and Contingency (E&C)	$ 65,250.00	
The Sum of Construction and E&C	(2) $ 515,250.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ 51,525.00
Amount of Advance Funds Paid by Local Government *		(5) $ 0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $ 0.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $ 61,875.00
Total Project Direct Cost	(1+2) $ 618,750.00	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $61,875.00

DRAFT

Commissioners Court - Regular Session **92.**

Meeting Date: 09/10/2019

Brushy Bend Drive at Brushy Creek AFA

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-153 at Brushy Bend Drive at Brushy Creek with the Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brushy Bend Drive at Brushy Creek AFA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/04/2019 08:55 AM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 10:43 AM
Form Started By: Vicky Edwards		Started On: 09/03/2019 01:26 PM
Final Approval Date: 09/04/2019		

MEMO

August 20, 2019

To: Andrew Bush
Bridge Division

From: Kathleen Newton
Austin District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0914-05-153
Local Government: Williamson County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement **has** / **has not** been modified. (circle one)
3. If modified, date of Bridge approval: Click here to enter a date.
4. Modifications made are as follows: Click here to enter text.

Approval of this contract is requested.

Attachment

DRAFT

CSJ #0914-05-153
District #14 - Austin
Code Chart 64 #50246
Project:Brushy Bend Dr @ Brushy Cr
NBI Structure #14-246-0-AA08-36-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Williamson, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Brushy Bend Drive at Brushy Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

DRAFT

CSJ #0914-05-153
District #14 - Austin
Code Chart 64 #50246
Project:Brushy Bend Dr @ Brushy Cr
NBI Structure #14-246-0-AA08-36-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or

D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

DRAFT

6. Right of Way and Real Property

A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

DRAFT

Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a “Notification of Completion” acknowledging the Project’s construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State’s estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

DRAFT

addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

DRAFT

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%).

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

DRAFT

more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

DRAFT

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
County of Williamson
710 S. Main St., Ste. 101
Georgetown, TX 78626

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

DRAFT

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

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

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

DRAFT

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

DRAFT

so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

DRAFT

take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

DRAFT

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:

DRAFT

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

DRAFT

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- **A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- **H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- **I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- **J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

DRAFT

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

DRAFT

Each Party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

_____
Date

DRAFT

CSJ #0914-05-153
District #14 - Austin
Code Chart 64 #50246
Project:Brushy Bend Dr @ Brushy Cr
NBI Structure #14-246-0-AA08-36-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT
RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitate or remove structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson** County, hereinafter referred to as the Local Government, own bridges:

Located on **CR 258 at NORTH SAN GABRIEL RI**, National Bridge Inventory (NBI) Structure Number **142460AA0147002**, Control-Section-Job (CSJ) Number **0914-05-132**; and

Located on **CR 126 at BRANCH OF MILEHAM BR**, National Bridge Inventory (NBI) Structure Number **142460AA0487001**, Control-Section-Job (CSJ) Number **0914-05-137**; and

Located on **BRUSHY BEND DR at BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0836001**, Control-Section-Job (CSJ) Number **0914-05-153**; and

Located on **CR 452 at BRANCH OF MUSTANG CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0413001**, Control-Section-Job (CSJ) Number **0914-05-174**; and

Located on **CR 143 at DRY BERRY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0171001**, Control-Section-Job (CSJ) Number **0914-05-203**; and

Located on **CR 118 at COTTONWOOD CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0494001**, Control-Section-Job (CSJ) Number **0914-05-204**; and

Located on **BRUSHY CRK RGNL TR at S BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA1311001**, Control-Section-Job (CSJ) Number **0914-05-205**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291** dated **August 30, 2018**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction,

DRAFT

such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is **$628,375**, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

DRAFT

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project (PWP) not yet awarded:

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVAL SIGNATURES

Bill Gravell

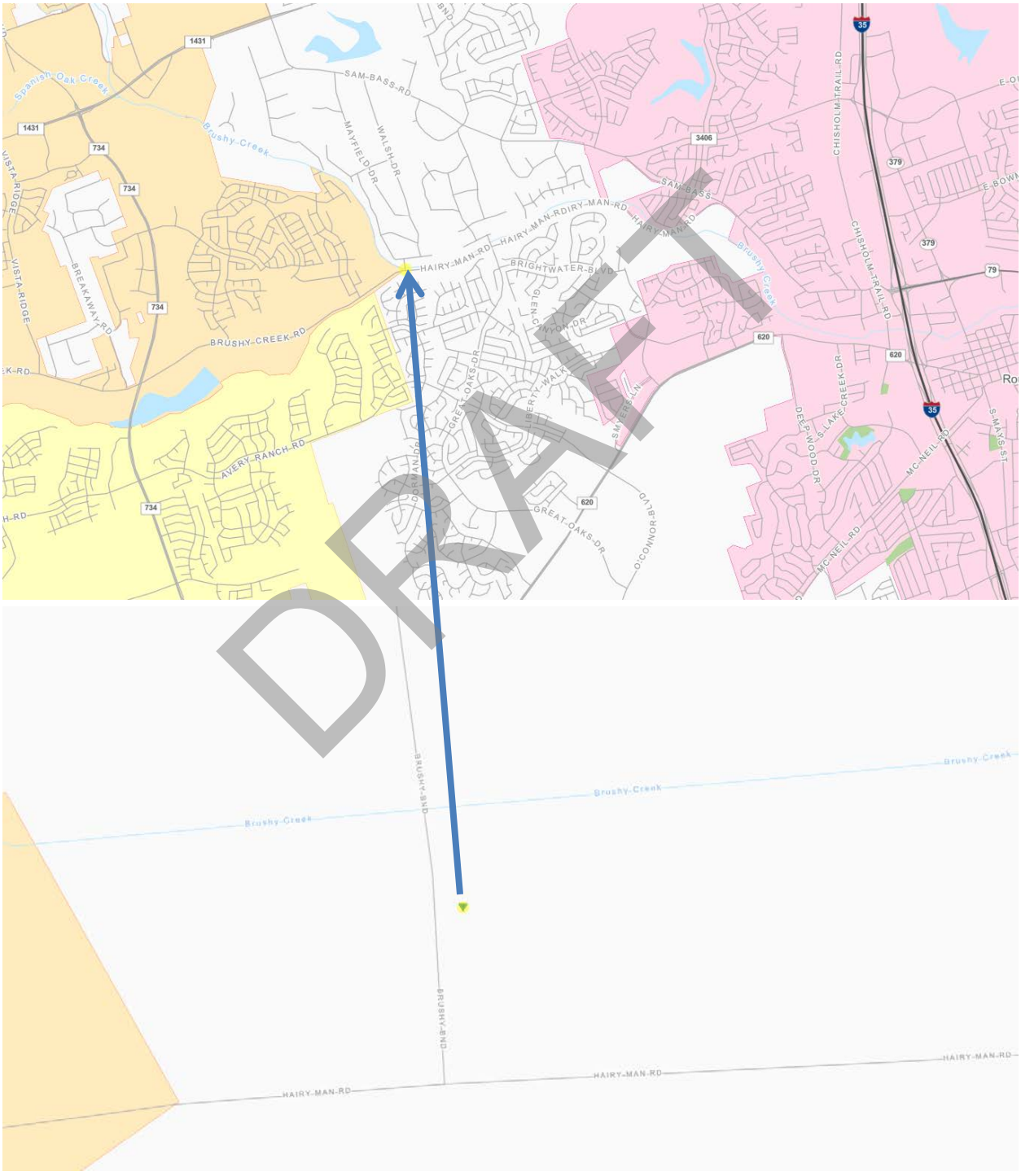
Williamson County Judge

Date 6/4/19

DRAFT

CSJ #0914-05-153
District #14 - Austin
Code Chart 64 #50246
Project:Brushy Bend Dr @ Brushy Cr
NBI Structure #14-246-0-AA08-36-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ #0914-05-153
District #14 - Austin
Code Chart 64 #50246
Project:Brushy Bend Dr @ Brushy Cr
NBI Structure #14-246-0-AA08-36-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904.00
Total				$2,513,904.00
EMP work credited to this PWP*				$ 110,000.00
Balance of EMP work available to associated PWPs				$2,403,904.00

Associated PWPs CSJs	Amount to be Credited to Associated PWPs
0914-05-174	$ 61,875.00
0914-05-137	$ 96,250.00
0914-05-204	$ 68,750.00
0914-05-203	$ 82,607.00
0914-05-205	$ 68,750.00
0914-05-132	$222,750.00

DRAFT

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ #0914-05-153
District #14 - Austin
Code Chart 64 #50246
Project:Brushy Bend Dr @ Brushy Cr
NBI Structure #14-246-0-AA08-36-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1) $ 184,000.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) $ 18,400.00
Construction	$ 800,000.00	
Engineering and Contingency (E&C)	$ 116,000.00	
The Sum of Construction and E&C	(2) $ 916,000.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ 91,600.00
Amount of Advance Funds Paid by Local Government *		(5) $ 0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $ 0.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $110,000.00
Total Project Direct Cost	(1+2) $ 1,100,000.00	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $110,000.00

DRAFT

Commissioners Court - Regular Session **93.**

Meeting Date: 09/10/2019

CR 143 at Dry Berry Creek AFA

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-203 at CR 143 at Dry Berry Creek with the Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 143 at Dry Berry Creek AFA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/04/2019 08:55 AM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 10:44 AM
Form Started By: Vicky Edwards		Started On: 09/03/2019 01:31 PM
Final Approval Date: 09/04/2019		

MEMO

August 20, 2019

To: Andrew Bush
Bridge Division

From: Kathleen Newton
Austin District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0914-05-203
Local Government: Williamson County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement **has** / (**has not**) been modified. (circle one)
3. If modified, date of Bridge approval: Click here to enter a date.
4. Modifications made are as follows: Click here to enter text.

Approval of this contract is requested.

Attachment

DRAFT

CSJ #0914-05-203
District #14 - Austin
Code Chart 64 #50246
Project: CR 143 @ Dry Berry Creek
NBI Structure #14-246-0-AA01-71-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Williamson, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 143 at Dry Berry Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

DRAFT

CSJ #0914-05-203
District #14 - Austin
Code Chart 64 #50246
Project: CR 143 @ Dry Berry Creek
NBI Structure #14-246-0-AA01-71-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or

D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

DRAFT

6. Right of Way and Real Property

A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

DRAFT

Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a “Notification of Completion” acknowledging the Project’s construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State’s estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

DRAFT

addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

DRAFT

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%).

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

DRAFT

more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

DRAFT

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
County of Williamson
710 S. Main St., Ste. 101
Georgetown, TX 78626

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

DRAFT

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

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

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

DRAFT

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

DRAFT

so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

DRAFT

take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

DRAFT

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:

DRAFT

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

DRAFT

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- **A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- **H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- **I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- **J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

DRAFT

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

DRAFT

Each Party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

_____
Date

DRAFT

CSJ #0914-05-203
District #14 - Austin
Code Chart 64 #50246
Project: CR 143 @ Dry Berry Creek
NBI Structure #14-246-0-AA01-71-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitate or remove structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson** County, hereinafter referred to as the Local Government, own bridges:

Located on **CR 258 at NORTH SAN GABRIEL RI**, National Bridge Inventory (NBI) Structure Number **142460AA0147002**, Control-Section-Job (CSJ) Number **0914-05-132**; and

Located on **CR 126 at BRANCH OF MILEHAM BR**, National Bridge Inventory (NBI) Structure Number **142460AA0487001**, Control-Section-Job (CSJ) Number **0914-05-137**; and

Located on **BRUSHY BEND DR at BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0836001**, Control-Section-Job (CSJ) Number **0914-05-153**; and

Located on **CR 452 at BRANCH OF MUSTANG CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0413001**, Control-Section-Job (CSJ) Number **0914-05-174**; and

Located on **CR 143 at DRY BERRY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0171001**, Control-Section-Job (CSJ) Number **0914-05-203**; and

Located on **CR 118 at COTTONWOOD CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0494001**, Control-Section-Job (CSJ) Number **0914-05-204**; and

Located on **BRUSHY CRK RGNL TR at S BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA1311001**, Control-Section-Job (CSJ) Number **0914-05-205**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291** dated **August 30, 2018**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction,

DRAFT

such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is **$628,375**, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

DRAFT

CSJ #0914-05-203
District #14 - Austin
Code Chart 64 #50246
Project: CR 143 @ Dry Berry Creek
NBI Structure #14-246-0-AA01-71-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project (PWP) not yet awarded:

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVAL SIGNATURES

Bill Gravell Jr.

Williamson County Judge

Date 6/4/19

DRAFT

CSJ #0914-05-203
District #14 - Austin
Code Chart 64 #50246
Project: CR 143 @ Dry Berry Creek
NBI Structure #14-246-0-AA01-71-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP





DRAFT

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

CSJ #0914-05-203
District #14 - Austin
Code Chart 64 #50246
Project: CR 143 @ Dry Berry Creek
NBI Structure #14-246-0-AA01-71-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904.00
Total				$2,513,904.00
EMP work credited to this PWP*				$ 82,607.00
Balance of EMP work available to associated PWPs				$2,431,297.00

Associated PWPs CSJs	Amount to be Credited to Associated PWPs
0914-05-174	$ 61,875.00
0914-05-137	$ 96,250.00
0914-05-204	$ 68,750.00
0914-05-153	$110,000.00
0914-05-205	$ 68,750.00
0914-05-132	$222,750.00

DRAFT

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ #0914-05-203
District #14 - Austin
Code Chart 64 #50246
Project: CR 143 @ Dry Berry Creek
NBI Structure #14-246-0-AA01-71-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1) $ 138,179.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) $ 13,818.00
Construction	$ 600,780.00	
Engineering and Contingency (E&C)	$ 87,113.00	
The Sum of Construction and E&C	(2) $ 687,893.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ 68,789.00
Amount of Advance Funds Paid by Local Government *		(5) $ 0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $ 0.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $ 82,607.00
Total Project Direct Cost	(1+2) $ 826,073.00	

DRAFT

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. _$82,607.00_

Commissioners Court - Regular Session **94.**

Meeting Date: 09/10/2019

CR 126 at Mileham Branch

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advanced Funding Agreement for Williamson County Bridge Replacement or Rehabilitation for CSJ 0914-05-137 at CR 126 at Mileham Branch with the Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 126 at Mileham Branch

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/04/2019 08:55 AM
County Judge Exec Asst.	Andrea Schiele	09/04/2019 10:45 AM
Form Started By: Vicky Edwards		Started On: 09/03/2019 01:33 PM
Final Approval Date: 09/04/2019		

MEMO

August 20, 2019

To: Andrew Bush
Bridge Division

From: Kathleen Newton
Austin District

Subject: Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System
CSJ: 0914-05-137
Local Government: Williamson County

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: Click here to enter number.
2. This standard Bridge Agreement **has** / **has not** been modified. (circle one)
3. If modified, date of Bridge approval: Click here to enter a date.
4. Modifications made are as follows: Click here to enter text.

Approval of this contract is requested.

Attachment

DRAFT

CSJ #0914-05-137
District #14-Austin
Code Chart 64 #50246
Project: CR 126 @ Mileham Br
NBI Structure #14-246-0-AA04-87-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Williamson, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 126 at Mileham Branch, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

DRAFT

CSJ #0914-05-137
District #14-Austin
Code Chart 64 #50246
Project: CR 126 @ Mileham Br
NBI Structure #14-246-0-AA04-87-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or

D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

DRAFT

6. Right of Way and Real Property

A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

DRAFT

Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a “Notification of Completion” acknowledging the Project’s construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State’s estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

DRAFT

addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.

DRAFT

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%).

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

DRAFT

more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

DRAFT

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
County of Williamson
710 S. Main St., Ste. 101
Georgetown, TX 78626

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

DRAFT

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

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

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

DRAFT

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

DRAFT

so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

DRAFT

take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

DRAFT

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:

DRAFT

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

DRAFT

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- **A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- **D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- **E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- **H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- **I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- **J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

DRAFT

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

DRAFT

CSJ #0914-05-137
District #14-Austin
Code Chart 64 #50246
Project: CR 126 @ Mileham Br
NBI Structure #14-246-0-AA04-87-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

Each Party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

_____
Date

DRAFT

CSJ #0914-05-137
District #14-Austin
Code Chart 64 #50246
Project: CR 126 @ Mileham Br
NBI Structure #14-246-0-AA04-87-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitate or remove structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson** County, hereinafter referred to as the Local Government, own bridges:

Located on **CR 258 at NORTH SAN GABRIEL RI**, National Bridge Inventory (NBI) Structure Number **142460AA0147002**, Control-Section-Job (CSJ) Number **0914-05-132**; and

Located on **CR 126 at BRANCH OF MILEHAM BR**, National Bridge Inventory (NBI) Structure Number **142460AA0487001**, Control-Section-Job (CSJ) Number **0914-05-137**; and

Located on **BRUSHY BEND DR at BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0836001**, Control-Section-Job (CSJ) Number **0914-05-153**; and

Located on **CR 452 at BRANCH OF MUSTANG CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0413001**, Control-Section-Job (CSJ) Number **0914-05-174**; and

Located on **CR 143 at DRY BERRY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0171001**, Control-Section-Job (CSJ) Number **0914-05-203**; and

Located on **CR 118 at COTTONWOOD CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0494001**, Control-Section-Job (CSJ) Number **0914-05-204**; and

Located on **BRUSHY CRK RGNL TR at S BRUSHY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA1311001**, Control-Section-Job (CSJ) Number **0914-05-205**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291** dated **August 30, 2018**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction,

DRAFT

such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is **$628,375**, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

DRAFT

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project (PWP) not yet awarded:

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

APPROVAL SIGNATURES

Bill Gravell

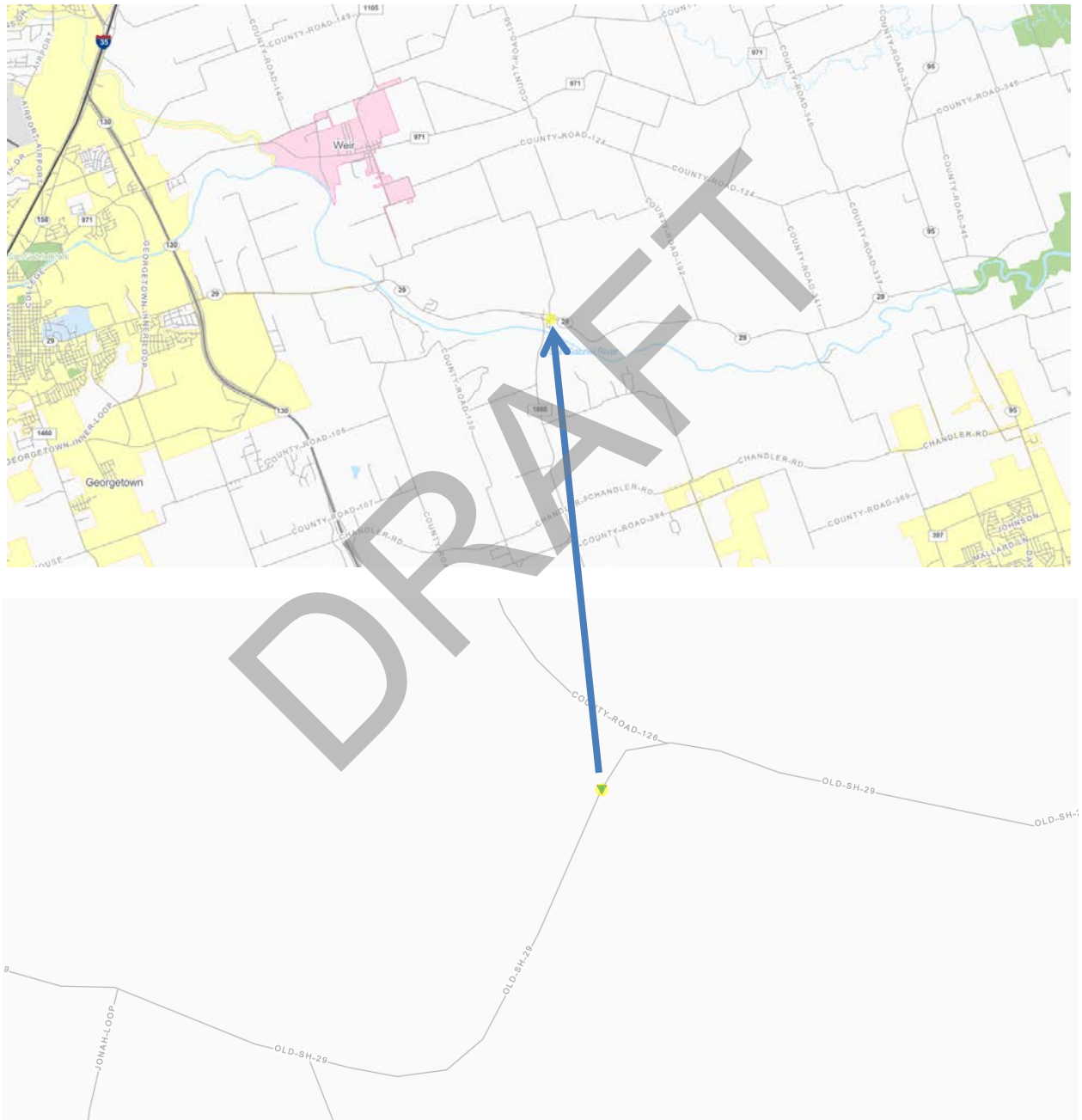
Williamson County Judge

Date 6/4/19

DRAFT

CSJ #0914-05-137
District #14-Austin
Code Chart 64 #50246
Project: CR 126 @ Mileham Br
NBI Structure #14-246-0-AA04-87-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



DRAFT

CSJ #0914-05-137
District #14-Austin
Code Chart 64 #50246
Project: CR 126 @ Mileham Br
NBI Structure #14-246-0-AA04-87-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Great Oaks Dr @ Brushy Creek 14-246-0-AA08-59-001	Yes	No	Replace Bridge	$2,513,904.00
Total				$2,513,904.00
EMP work credited to this PWP*				$ 96,250.00
Balance of EMP work available to associated PWPs				$2,417,654.00

Associated PWPs CSJs	Amount to be Credited to Associated PWPs
0914-05-174	$ 61,875.00
0914-05-204	$ 68,750.00
0914-05-203	$ 82,607.00
0914-05-153	$110,000.00
0914-05-205	$ 68,750.00
0914-05-132	$222,750.00

*This total should typically equal the “Balance of Local Government Participation” that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

DRAFT

CSJ #0914-05-137
District #14-Austin
Code Chart 64 #50246
Project: CR 126 @ Mileham Br
NBI Structure #14-246-0-AA04-87-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1) $ 161,000.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) $ 16,100.00
Construction	$ 700,000.00	
Engineering and Contingency (E&C)	$ 101,500.00	
The Sum of Construction and E&C	(2) $ 801,500.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ 80,150.00
Amount of Advance Funds Paid by Local Government *		(5) $ 0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $ 0.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $ 96,250.00
Total Project Direct Cost	(1+2) $ 962,500.00	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $96,250.00

DRAFT

Commissioners Court - Regular Session **95.**

Meeting Date: 09/10/2019

HNTB Limestone Terrace WA1

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $64,953.00 to expire December 31, 2019 under Williamson County Contract for Engineering Services between HNTB and Williamson County dated September 10, 2019 for Limestone Terrace.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB Limestone Terrace WA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2019 09:00 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:56 AM
Form Started By: Vicky Edwards		Started On: 09/04/2019 01:44 PM
Final Approval Date: 09/05/2019		

WORK AUTHORIZATION NO. 1

PROJECT: Limestone Terrace

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation (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 $64,953.00.

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 December 31, 2019. 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.

DocuSign Envelope ID: 3D2DB07A-E6D1-4DDC-A20B-EEAFC02FA2CA

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
HNTB Corporation	Williamson County, Texas
By: DocuSigned by: Michelle Dippel DA52061025E1485...	By:
Signature	Signature
Michelle R. Dippel	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	County Judge
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

Attachment A - Services to be Provided by County

- Furnish all reference documents, information and project data for the construction of the project.

Attachment B - Services to be Provided by Engineer

- Prepare agenda for, attend, and prepare minutes for up to one (1) pre-construction conference.

- Receive and process/approve construction submittals (19 submittals with 3 resubmittals assumed).

- Receive and respond to RFIs (2 assumed).

- Perform daily construction observation and documentation and provide one on-site observer to oversee construction of the project (anticipated 60 working days @ 4 hours per day). Prepare and issue traffic control notifications to County and other affected entities, as needed. Perform and document traffic control and SW3P inspections. Receive and review QC test results for compliance with the specifications. Maintain construction records, including project diary, daily reports, photos, SW3P inspection records, and TCP inspection records. Facilitate and document regularly occurring construction meetings.

- Review and process monthly invoices (4 assumed).

- Prepare, negotiate, and process change orders (2 assumed).

- Participate in final project walk through with County staff. Prepare a punchlist on behalf of the County. Prepare and issue Notice of Substantial Completion. Upon completion of the Project, prepare and issue Certificate of Completion and Certificate of Acceptance.

- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

Attachment C - Work Schedule

- Anticipate Notice to Proceed to be issued first week of September.
- Construction is anticipated to be completed in sixty (60) working days.

Attachment D - Fee Schedule

Williamson County Road & Bridge - Limestone Terrace | **ATTACHMENT D** | **Contract No. 76170**
Construction Program Management | **FEE SCHEDULE** | **Work Authorization No. 1**

	Project Advisor	Sr Project Manager	Deputy Project Manager	Construction Manager	Business Manager	Sr Construction Representative	Sr Project Analyst	Project Controls	**TOTALS**
September 1, 2019 - December 31, 2019	19	10	37	19	4	279	10	56	433
WORK AUTHORIZATION TOTALS	19	10	37	19	4	279	10	56	433
BILLING RATES	$ 282.00	$ 239.00	$ 186.00	$ 148.00	$ 148.00	$ 133.00	$ 111.00	$ 80.00	
TOTAL HNTB LABOR	$ 5,358.00	$ 2,270.50	$ 6,882.00	$ 2,812.00	$ 629.00	$ 37,107.00	$ 1,054.50	$ 4,480.00	$ 60,593.00

	Total Hours	Expenses		Labor	**TOTAL FEE**
		Print/Repro	Travel		
HNTB Fee					
September 1, 2019 - December 31, 2019	433	$ 200.00	$ 4,160.00	$ 60,593.00	$ 64,953.00
SUBTOTAL	**433**				**$ 64,953.00**
JOB TOTALS		$ 200.00	$ 4,160.00	$ 60,593.00	$ 64,953.00

September 1, 2019 - December 31, 2019

Hours	19	10	37	19	4	279	10	56	433
Labor Cost	$ 5,358.00	$ 2,270.50	$ 6,882.00	$ 2,812.00	$ 629.00	$ 37,107.00	$ 1,054.50	$ 4,480.00	$ 60,593.00

Commissioners Court - Regular Session **96.**

Meeting Date: 09/10/2019

Discuss consider and take appropriate action on designating the Commissioners Court designee for plat application and review time extension approvals

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on designating the Williamson County Engineer as the Williamson County Commissioners Court's designee for approvals, approvals with conditions or disapproval of plat applications and agreements relating to extensions of plat application review times pursuant to Chapter 232 of the Texas Local Government Code.

Background

By assigning the County Engineer as the Court's designee, Williamson County will be positioned to continue providing high quality customer service and to comply with changes required by HB 3167.

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	09/05/2019 11:32 AM
Form Started By: Kelly Murphy		Started On: 09/05/2019 11:13 AM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **97.**

Meeting Date: 09/10/2019

Discuss consider and take appropriate action on designating the Commissioners Court designee for final plat approvals when time constraints exist

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on designating the Williamson County Engineer as the Williamson County Commissioners Court's designee for issuing final plat approvals that must be issued pursuant to Chapter 232 of the Texas Local Government Code prior to the next scheduled session of the Williamson County Commissioners Court provided that any such final plat approvals are placed on the agenda for ratification by the Williamson County Commissioners Court at its next scheduled session.

Background

By assigning the County Engineer as the Court's designee, Williamson County will be positioned to continue providing high quality customer service and to comply with changes required by HB 3167.

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	09/05/2019 11:36 AM
Form Started By: Kelly Murphy		Started On: 09/05/2019 11:29 AM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **98.**

Meeting Date: 09/10/2019

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

b) Discuss the acquisition of real property for CR 176 at RM 2243

c) Discuss the acquisition of real property: CR 101

d) Discuss the acquisition of real property: CR 200

e) Discuss the acquisition of real property for County Facilities.

f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.

g) Discuss the acquisition of real property for SH 29 @ DB Wood.

h) Discuss the acquisition of real property for Hairy Man Rd.

i) Discuss the acquisition of real property for N. Mays.

j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

k) Discuss the acquisition of real property for CR 111.

l) Discuss the acquisition of real property for Corridor H

m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.

o) Discuss the acquisition of right-of-way for Corridor C.

p) Discuss the acquisition of right-of-way for Corridor F.

q) Discuss the acquisition of right-of-way for Corridor D.

r) Discuss the acquisition of right-of-way for Southeast Corridor.

s) Discuss the acquisition of right-of-way for Reagan extension.

t) Discuss the acquisition of property near the County landfill.

u) Discuss the acquisition of real property for the Brushy Creek Trail Project.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

c) Potential governmental uses for 8th Street downtown parking lot

d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

e) Discuss property usage at Longhorn Junction

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

g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

h) Discuss Blue Springs Boulevard

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:49 AM
Form Started By: Charlie Crossfield		Started On: 09/05/2019 08:42 AM
Final Approval Date: 09/05/2019		

Commissioners Court - Regular Session **99.**

Meeting Date: 09/10/2019

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:03 AM
Form Started By: Charlie Crossfield		Started On: 09/05/2019 08:43 AM
Final Approval Date: 09/05/2019		