NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
September 17, 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 – 28)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003100	Office Supplies	$1,500.00
To	0100.0560.004544	Repairs to Office Equipment	$1,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003306	Food Services	$6,500.00
To	0100.0570.004231	Travel	$6,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003306	Food Services	$7,000.00
To	0100.0570.004541	Vehicle Repairs & Maintenance	$7,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	100.0576.004102	Residential Services	30000.00
To	100.0576.003306	Food Services	30000.00
From	100.0576.004100	Professional Services	6000.00
To	100.0576.004541	Vehicle Maintance	6000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$15,000.00
To	0882.0882.003303	Oil, Grease	$15,000.00
From	0882.0882.003301	Gasoline	$10,000.00
To	0882.0882.003523	Parts	$10,000.00

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

10. Discuss, consider and take appropriate action on approving the continued imposition of a bingo prize fee as authorized under Chapter 2001 of the Texas Occupations Code (the Bingo Enabling Act) and authorize the execution of an attestation form notifying the Texas Lottery Commission of Williamson County's vote to continue imposing the bingo prize fee and confirming that Williamson County was entitled to receive a share of the bingo prize fee as of January 1, 2019.

11. Discuss, consider and take any appropriate action on a Second Amendment to the Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy.

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

13. Discuss, consider, and take appropriate action regarding LexisNexis Contract renewal for the Williamson County Attorney's Office.

14. Discuss, consider and take appropriate action on approving the cancellation of the Philips Healthcare HeartStart MRx Service Agreement.

15. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Ghulam Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of $93,500 for the term of October 1, 2019 - September 30, 2020.

16. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of $90,195.60 for the term of October 1, 2019 - September 30, 2020.

17. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of $93,500.00 for the term of October 1, 2019 - September 30, 2020.

18. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Facility Solutions Group to provide all materials, labor and equipment to upgrade LED Lighting at the Fleet Services in the amount of $11,390.88 per the terms of BuyBoard Contract #527-17 and authorizing execution of the agreement.

19. Discuss, consider and take appropriate action on approving the Contract for Engineering Services between Williamson County and Alliance Engineering Group, Inc. to provide Construction Materials Testing, Observation and Inspection for the Expo Pavilion and Expo Concessions & Restroom Projects and authorizing execution of the agreement.

20. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Excell Fueling Systems to provide installation and other services at the Florence Road and Bridge Yard per the terms of the BuyBoard Contract #590-19 in the amount of $9,775.00 and authorizing execution of the agreement.

21. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Red & White Greenery, Inc. to provide clearing and hauling services in the amount of $3,535.00 and authorizing execution of the agreement.

22. Discuss, consider and take appropriate action to authorize a temporary exception to competitive bidding requirements for procurement of janitorial services pursuant to Tex. Loc. Gov't Code § 262.024(2) ("public health or safety") and § 262.024(3) (potential "unforeseen damage to public property") in order to allow adequate time to complete procurement evaluation for RFP1978 for Janitorial Services and give Facilities Department additional time for contract management, including the need to address a transition period, if necessary. Request for exception to bidding is proposed until end of current calendar year (December 31, 2019) with recommendation for new contract term to start January 1, 2020 through the end of FY2021(September 30, 2021).

23. Discuss, consider, and take appropriate action on rejecting all submittals for RFP 1907-335 Fire and Safety Inspection, Testing and Maintenance Services and request that information related to competition be exempted pursuant to Texas Government Code 552.104.

24. Discuss, consider and take appropriate action on Work Authorization #1 in the amount of $37,403.00 to expire on September 17, 2020 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc and Williamson County dated September 17, 2019 for the Expo Pavilion, P474.

25. Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $9,734.00 to expire on September 17, 2020 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc and Williamson County dated September 17, 2019 for the Expo Concession & Restrooms, P475.

26. Discuss, consider, and take appropriate action on awarding IFB 1907-333 O'Connor Traffic Signals, to Champion Infrastructure, LLC and authorizing the execution of the agreement.

27. Discuss, consider and take appropriate action on approval of the final plat for the Terra Del Sol at Santa Rita Ranch West Phase 1 Section 2 subdivision – Precinct 2.

28. Discuss, consider and take appropriate action on approval of the final plat for the Park at Blackhawk IV Phase 1 subdivision – Precinct 4.

REGULAR AGENDA

29. Discuss, consider and take any necessary action to approve order for interment of deceased (Mark L. Walker) who passed away in J.P., Pct. 2 of Williamson County, TX where there has been an 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.

30. Discuss, consider and take appropriate action on proclamation recognizing the month of September as "Suicide Prevention Month".

31. Consider, discuss, and take appropriate action on a proclamation congratulating the League of Women Voters- Austin Area on their 100 year anniversary.

32. Discuss, consider and take appropriate action on the FY20 Salary Contribution Agreement with Texas A&M AgriLife Extension Service.

33. Discuss, consider, and take appropriate action on approving the Interlocal Agreement for Medical Examiner Investigative Services between Travis County and Williamson County.

34. Discuss, consider and take appropriate action on real estate contract between Williamson County and the City of Liberty Hill for purchase of property.

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

36. Receive and acknowledge the September 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

37. Discuss, consider and take appropriate action on a real estate contract with Wade Land Partners for right of way needed on CR 459 (Eiben Point). Funding Source- Road & Bridge.

38. Discuss, consider and take appropriate action on approving 2015, 2017 and 2019 Capital Improvement Program Budget Transfer per the September 10, 2019 agenda item 71.

39. Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move $130,000 from SO Training Center (P323) to EOC – Chiller (P525).

40. 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.

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)."

41. 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

42. 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
i) Project Woods

43. 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.
t) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
u) Claim of Jaivonte Roberts.
v) Property damage claim from Everett Hicks occuring on or about July 8, 2019.
w) Property damage claim from Kelly Frederickson occuring on or about July 15, 2019.

44. 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)

45. Discuss and take appropriate action concerning economic development.

46. Discuss and take appropriate action concerning real estate.

47. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) 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.
t) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
u) Claim of Jaivonte Roberts.
v) Property damage claim from Everett Hicks occuring on or about July 8, 2019.
w) Property damage claim from Kelly Frederickson occuring on or about July 15, 2019.

48. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

49. Comments from Commissioners.

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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 13th 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: 09/17/2019

Line Item Transfer for County Sheriff

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 County Sheriff.

Background

Transferring funds to cover shortfall in Office Equipment Repairs, in order to repair the plotter(printer).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003100	Office Supplies	$1,500.00
To	0100.0560.004544	Repairs to Office Equipment	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/10/2019 04:41 PM
Budget Office	Ashlie Koenig	09/11/2019 07:48 AM
Form Started By: Brenda Staples		Started On: 09/09/2019 04:22 PM
Final Approval Date: 09/11/2019		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/17/2019

Line Item Transfer for County Sheriff

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 Corrections Department.

Background

Transferring funds to cover shortfall in Travel expenses to cover remainder of Fiscal Year 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003306	Food Services	$6,500.00
To	0100.0570.004231	Travel	$6,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 08:25 AM
Budget Office	Ashlie Koenig	09/12/2019 10:37 AM
Form Started By: Brenda Staples		Started On: 09/12/2019 07:50 AM
Final Approval Date: 09/12/2019		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/17/2019

Line Item Transfer for County Sheriff

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 Corrections Department.

Background

Transferring funds to cover shortfall in Vehicle Repairs and Maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003306	Food Services	$7,000.00
To	0100.0570.004541	Vehicle Repairs & Maintenance	$7,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 08:53 AM
Budget Office	Ashlie Koenig	09/12/2019 10:40 AM
Form Started By: Brenda Staples		Started On: 09/12/2019 08:06 AM
Final Approval Date: 09/12/2019		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/17/2019

Budget LIne Item Transfer for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a BLI transfer from Residential Services into Food Services in that amount of $30,000.00. Additional funding is needed in this line item primarily due to an increase in JJAEP Students through out last school year, this transfer should cover any expenditures for the remainder of this fiscal year.

Additionally we are requesting a BLI transfer from Professional Services into Vehicle Maintenance and Repair in the amount of $6,000.00. Vehicle maintenance expenditures exceeded budgeted amount for routine maintenance. This transfer should cover any expenditure for the remainder fo this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	100.0576.004102	Residential Services	30000.00
To	100.0576.003306	Food Services	30000.00
From	100.0576.004100	Professional Services	6000.00
To	100.0576.004541	Vehicle Maintance	6000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 10:33 AM
Budget Office	Ashlie Koenig	09/12/2019 10:42 AM
Form Started By: John Pelczar		Started On: 09/12/2019 10:00 AM
Final Approval Date: 09/12/2019		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/17/2019

09-17-2019 LIT

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

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Unforeseen repairs have depleted our parts and oil funds earlier than anticipated for current fiscal year.
This transfer amount is projected to cover charges for the remainder of this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$15,000.00
To	0882.0882.003303	Oil, Grease	$15,000.00
From	0882.0882.003301	Gasoline	$10,000.00
To	0882.0882.003523	Parts	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:38 AM
Budget Office	Ashlie Koenig	09/12/2019 11:46 AM
Form Started By: Edward Pospisil		Started On: 09/12/2019 11:15 AM
Final Approval Date: 09/12/2019		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/17/2019

Property Tax Collections – August 2019

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

080119-083119 GWI-RFM

080119-083119 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/11/2019 11:52 AM
Form Started By: Renee Clark		Started On: 09/11/2019 09:51 AM
Final Approval Date: 09/11/2019		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
August 1-31, 2019

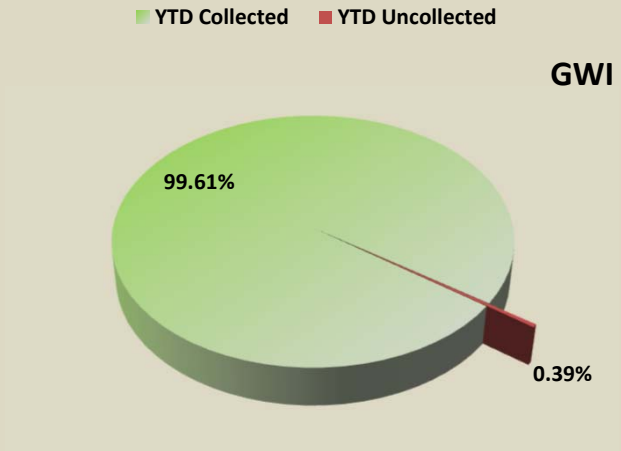
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2018	$263,787,849.87	$1,589,552.17	$265,377,402.04	$232,489.88	$37,507.21	$1,600.32	$1,022,904.14	$264,354,497.90	99.61%	99.81%	100.53%
2017 & Prior	$2,225,417.94	($211,784.59)	$2,013,633.35	$15,261.69	$5,534.45	$1,149.25	$1,507,307.08	$506,326.27	25.14%	34.64%	
Rollbacks	$728,423.87	$705,910.74	$1,434,334.61	$10,265.27	$0.00	$0.00	$224,171.72	$1,210,162.89	84.37%	84.74%	
Total All	$266,741,691.68	$2,083,678.32	$268,825,370.00	$258,016.84	$43,041.66	$2,749.57	$2,754,382.94	$266,070,987.06	98.98%	99.24%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2018	$24,985,918.49	$158,009.71	$25,143,928.20	$21,888.95	$3,555.32	$152.92	$96,353.78	$25,047,574.42	99.62%	99.81%	100.51%
2017 & Prior	$192,611.74	($17,797.20)	$174,814.54	$1,406.57	$513.81	$93.61	$127,038.41	$47,776.13	27.33%	37.35%	
Rollbacks	$66,026.36	$64,111.97	$130,138.33	$935.21	$0.00	$0.00	$20,383.43	$109,754.90	84.34%	84.71%	
Total All	$25,244,556.59	$204,324.48	$25,448,881.07	$24,230.73	$4,069.13	$246.53	$243,775.62	$25,205,105.45	99.04%	99.31%	

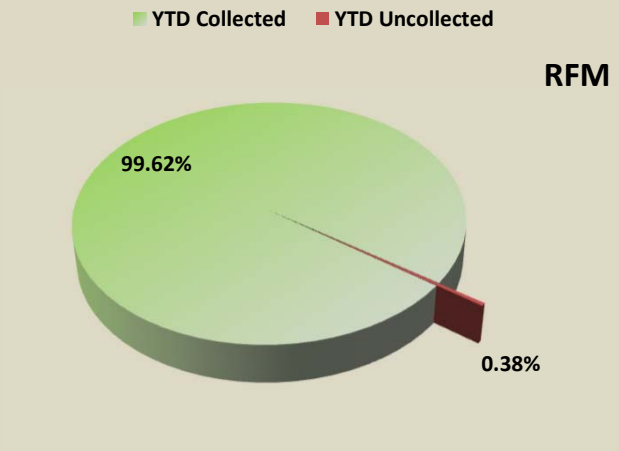
2018 COMBINED MONTHLY BREAKDOWN

Oct-18	$291,986,248.27	$55,422.48	$292,041,670.75	$6,698,736.54	$24,058.16	$414.39	$285,342,519.82	$6,699,150.93
Nov-18	$292,041,670.75	$2,035,779.11	$294,077,449.86	$14,472,004.24	$14,623.51	$1,863.91	$272,904,430.78	$21,173,019.08
Dec-18	$294,077,449.86	$76,514.79	$294,153,964.65	$158,358,138.96	$60,078.22	$727.80	$114,622,078.81	$179,531,885.84
Jan-19	$294,153,964.65	($57,508.46)	$294,096,456.19	$101,169,093.22	$22,671.14	$1,695.46	$13,393,781.67	$280,702,674.52
Feb-19	$294,096,456.19	$0.00	$294,096,456.19	$3,821,135.46	$187,029.58	($69,405.40)	$9,642,051.61	$284,454,404.58
Mar-19	$294,096,456.19	$84,953.76	$294,181,409.95	$2,297,237.96	$115,427.68	$1.54	$7,429,765.87	$286,751,644.08
Apr-19	$294,181,409.95	$127,325.42	$294,308,735.37	$818,370.83	$90,598.10	$1,924.41	$6,736,796.05	$287,571,939.32
May-19	$294,308,735.37	$9,863.88	$294,318,599.25	$1,801,637.48	$99,801.95	$33,104.41	$4,911,918.04	$289,406,681.21
Jun-19	$294,318,599.25	$68,472.45	$294,387,071.70	$440,268.81	$77,436.03	($2.93)	$4,403,180.43	$289,846,947.09
Jul-19	$294,387,071.70	($51,602.56)	$294,335,469.14	$1,143,224.24	$48,051.17	$677.51	$3,207,676.12	$290,990,848.84
Aug-19	$294,335,469.14	$75,726.11	$294,411,195.25	$282,247.57	$47,110.79	$2,996.10	$2,998,158.56	$291,276,092.51

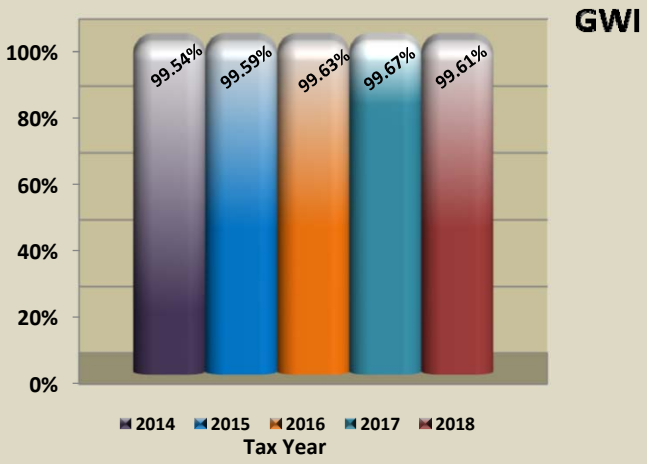
Year to Date Collection Report
October 1, 2018 - August 31, 2019



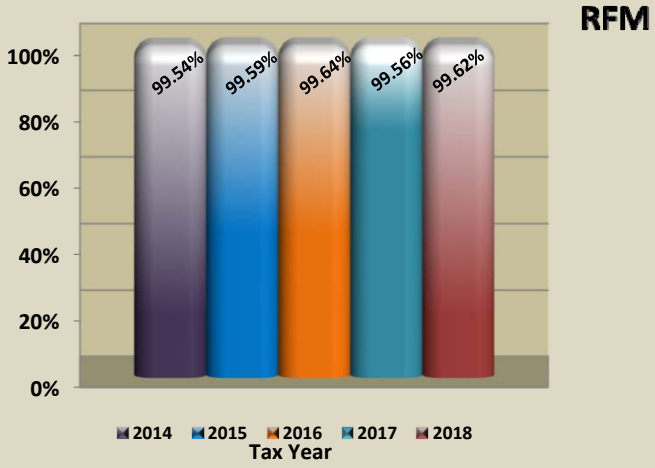
Year to Date Collection Report
October 1, 2018 - August 31, 2019



Percent of Roll Collected Comparison
August 2014-2018



Percent of Roll Collected Comparison
August 2014-2018



Commissioners Court - Regular Session **10.**

Meeting Date: 09/17/2019

Bingo Prize

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the continued imposition of a bingo prize fee as authorized under Chapter 2001 of the Texas Occupations Code (the Bingo Enabling Act) and authorize the execution of an attestation form notifying the Texas Lottery Commission of Williamson County's vote to continue imposing the bingo prize fee and confirming that Williamson County was entitled to receive a share of the bingo prize fee as of January 1, 2019.

Background

The bingo prize fee is five percent of a cash bingo prize of more than $5. Fifty percent of the prize fee goes to the Texas Lottery Commission. The other fifty percent of the prize fee goes:

(A) solely to a county that votes to continue to receive the other fifty percent of the prize fee **provided** the location at which the bingo game is conducted is not within the boundaries of a municipality that voted to also impose the prize fee by November 1, 2019; **OR**
(B) solely to a municipality that votes to continue to receive the other fifty percent of the prize fee **provided** the county in which the bingo game is conducted did not vote to impose the fee by November 1, 2019; **OR**
(C) in equal shares, to a county and a municipality, provided each voted to continue to impose the fee before November 1, 2019; OR
(D) **if neither the county or municipality in which the bingo game is conducted voted before November 1, 2019, to continue to impose the prize fee**, the other fifty percent of the prize fee will be deposited in the general charitable fund of the organization or on a pro rata basis to the general funds of the organizations comprising the unit, as applicable, to be used for the charitable purposes of the organization or organizations.

If Williamson County does not vote to continue to receive a share of the bingo prize fee by November 1, 2019, the County's share of the bingo prize fee will either go to a municipality that voted to continue to receive the bingo prize fee by November 1, 2019 OR, if a municipality also did not vote to continue to receive a share of the prize fee, the portion that would have gone to a county and/or city will be deposited in the general charitable fund of the organization or on a pro rata basis to the general funds of the organizations comprising the unit, as applicable, to be used for the charitable purposes of the organization or organizations.

The County currently receives a payment annually that is less than $50,000 per year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attestation Form Tx Lotto

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/09/2019 09:18 AM
Form Started By: Hal Hawes		Started On: 09/06/2019 01:38 PM
Final Approval Date: 09/09/2019		

TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION NOTICE

This form serves as the required notice to the Texas Lottery Commission (Commission) that a county or municipality has fulfilled two of the requirements of House Bill 914, 86th Texas Legislature (H.B. 914) that are necessary for that county or municipality to continue to receive a share of bingo prize fees after January 1, 2020. Specifically, Section 11 of H.B. 914 provides:

> "(a) a county or municipality may receive a portion of the prize fee…only if:
> (1) The county or municipality was entitled to receive a portion of a bingo prize fee as of January 1, 2019; and
> (2) The governing body of the county or municipality:
> (A) by majority vote of the members of the governing body approves the continued receipt of funds under that section and notifies the Texas Lottery Commission of that decision not later than November 1, 2019; and
> (B) notifies each licensed authorized organization within the county's or municipality's jurisdiction, as applicable, of the continued imposition of the fee."

Your county/municipality should consult with an attorney if you have any questions about complying with the provisions of H.B. 914.

This form is only an attestation that certain requirements set forth in H.B. 914 have been fulfilled.

Accordingly, the undersigned county or municipal representative hereby swears and affirms that:

(1) the county or municipality was entitled to receive a share of a bingo prize fee as of January 1, 2019; and

(2) the governing body of the county or municipality approved the continued receipt of the share of bingo prize fee funds by a majority vote.

_____
Name of County or Municipality

_____
Authorized Signature (Name and Title) Date

TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION NOTICE

State of Texas
County of _____

This form attesting to the fulfillment of the requirements of H.B. 914 was acknowledged before me on _____ by _____ as _____ of
(date) (name of representative) (title of representative)

_____.
(name of county or municipality)

(Personalized Seal)

_____
Notary Public's Signature

Commissioners Court - Regular Session **11.**

Meeting Date: 09/17/2019

Hutto Education Contract Amendment Revision

Submitted For: Russ Boles **Submitted By:** Michael Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action on a Second Amendment to the Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy.

Background

HEF wants to amend their contract/policy to reflect the following change:

Upon prior notice and consent of the Williamson County Commissioner Precinct No. 4, up to ten percent (10%) of the funds that are collected in excess of the “Minimum Annual Investment Amount” may be used to provide higher education opportunities for Hutto ISD graduates payable directly to a higher education center in Education Service Center Regions XII and X.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HEF Contract Redline

HEF Contract Addendum

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2019 11:04 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 11:19 AM
Commissioner Pct. 4 (Originator)	Michael Cooper	09/11/2019 10:14 AM
County Judge Exec Asst.	Andrea Schiele	09/11/2019 10:16 AM
Commissioner Pct. 4 (Originator)	Inky Chandler-Mertz	09/12/2019 09:01 AM
Hal Hawes	Hal Hawes	09/12/2019 10:06 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 10:26 AM
Form Started By: Michael Cooper		Started On: 07/31/2019 02:18 PM
Final Approval Date: 09/12/2019		

Second Amended
Williamson County and Hutto Education Foundation
Solid Waste Fee Funding Policy

On January 11, 2011, the Williamson County Commissioners Court adopted the Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy ("Policy") and thereafter amended the Policy pursuant to a First Amended Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy ("First Amendment") dated effective December 18, 2012. The purpose of the Policy, as amended, is to provide guidelines and regulations to the Hutto Education Foundation relating to the Solid Waste Fee Account established by Williamson County through collections of fees at the Williamson County Landfill. The Williamson County Commissioners Court hereby amends the Policy and all prior amendments and supplants them with this Second Amendment to Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy.

FUNDING POLICY

1. Hutto ISD Solid Waste Fee Distribution

a) The Hutto Education Foundation shall receive the fees designated for the Hutto ISD.
   I. Up to One Percent (1%), or no less than $20,000, of the Solid Waste Fees collected each year shall be transferred to the Hutto Education Foundation annually at the discretion of the Williamson County Commissioners Court.
   II. Each year, the Hutto Education Foundation shall deposit Twenty Five Percent (25%) or a minimum of Twenty Thousand Dollars ($20,000) of the Solid Waste Fees received (the "Minimum Annual Investment Amount") in an endowment (the "Endowment Fund"). The Minimum Annual Investment Amount must be deposited each year into the Endowment Fund until the Endowment Fund balance amounts to Five Hundred Thousand Dollars ($500,000).
   III. The Board of Trustees of the Hutto Education Foundation may compose an "Endowment Committee" or appoint an entity that shall have financial expertise to manage, hold and/or own the Endowment Fund for the benefit of the Hutto Education Foundation. In the event the Hutto Education Foundation appoints an entity other than itself to hold and/or own the Endowment Fund for the benefit of the Hutto Education Foundation, the Hutto Education Foundation and such entity must enter into an agreement that contains adequate controls necessary to accomplish the intent of this Policy.
   IV. The Endowment Fund shall be kept in a separate account and shall not be commingled with any other Hutto Education Foundation monies or funds maintained by the Hutto Education Foundation. The Hutto Education Foundation or its designee shall invest the funds of the Endowment Fund using the "Endowment Investment Policy" put in place by the Hutto Education Foundation Endowment Committee and Trustee in order to obtain a maximum amount of return.
   V. In no event shall the principal balance of the Endowment Fund be reduced to an amount that is less than Five Hundred Thousand Dollars ($500,000) once the balance of the Endowment Fund is built up to Five Hundred Thousand Dollars ($500,000) (the "Minimum Fund Balance"). At the discretion of the Williamson County Commissioners Court and the Hutto Education Foundation, the Minimum Fund Balance ($500,000) of the Endowment Fund may be increased.
   VI. Any portion of funds that are received in excess of the Minimum Annual Investment Amount may be distributed throughout Hutto ISD in direct services that assist student learning including teacher training, purchase of classroom and library materials, technology, college and technical training scholarships, and equipment; and/or

deposited into the Endowment Fund.

VII. Once the Minimum Fund Balance ($500,000) is attained, any principal that is in excess of the Minimum Fund Balance ($500,000) and any interest earned on such fund may be used for higher education of high school students, which shall include, but not be limited to two year, four year and technical education programs. Any principal exceeding the Minimum Fund Balance ($500,000) and any interest earned on such funds are intended for the sole purpose of providing higher education opportunities for Hutto ISD students.

VIII. Up to a maximum of five percent (5%) of the funds that are collected in excess of the Minimum Annual Investment Amount can be used for administrative work of the Hutto Education Foundation.

IX. Upon prior notice and consent of the Williamson County Commissioners Court, up to ten percent (10%) of the funds that are collected in excess of the "Minimum Annual Investment Amount" may be used to provide higher education opportunities for Hutto ISD graduates payable directly to a higher education center in Education Service Center Regions XII and X.

X. The funds are not available for and shall not be used for on-going maintenance, construction or remodeling of any type of facilities or property without prior approval from the Williamson County Commissioners Court.

XI. Annually, the Hutto Education Foundation must provide a presentation and submit a report to the Williamson County Commissioners Court that includes the following:
   - A report on the Endowment Fund, which includes the end of year balance, the annual amount invested, interest made on the Endowment Fund, and amounts of return on any investments.
   - A report on how the previous funds were used and any goals, benchmarks or accomplishments that were met because of the funds.

XII. As set forth under Section 1.(a)(V.) above, the Minimum Fund Balance of the Endowment Fund shall never be reduced to an amount that is less than Five Hundred Thousand Dollars ($500,000) once the balance of the Endowment Fund is built up to Five Hundred Thousand Dollars ($500,000). The Minimum Fund Balance is the first benchmark in a continual process to build the Endowment Fund. The Williamson County Commissioners Court and Hutto Education Foundation agree to continually abide by the Solid Waste Funding Policy in order to grow the Endowment Fund. In order to achieve such growth, the Hutto Education Foundation, through the support of the Williamson County Commissioners Court, will work to grow the Endowment Fund by an additional minimum amount of $200,000 every 10 years.

b) The Williamson County Commissioners Court shall have the right, at any time, to suspend or deny any future transfers of any of the Solid Waste Fees to a particular organization should the Williamson County Commissioners Court determine that such organization is not using the fees in the manner that was approved by the Williamson County Commissioners Court or in any manner that violates any term or condition of this Policy.

Deleted: Williamson County Commissioner Precinct No. 4…

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This Second Amended Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy was considered and approved in a duly called Regular Session of the Commissioners' Court of Williamson County, Texas and shall be effective as of the date of the last party's signature below. The following parties hereby acknowledge the terms of said First Amended Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy and hereby agree to comply with them:

Williamson County, Texas

_____
Bill Gravell,
Williamson County Judge

Date: _____ ____, 2019

Hutto Education Foundation

_____
Jeffri Orosco,
Endowment Committee Chair,
Hutto Education Foundation

Date: _____ ____, 2019

_____
Terrie Doggett
Board President
Hutto Education Foundation

Date: _____ ____, 2019

Second Amended
Williamson County and Hutto Education Foundation
Solid Waste Fee Funding Policy

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This Second Amended Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy was considered and approved in a duly called Regular Session of the Commissioners' Court of Williamson County, Texas and shall be effective as of the date of the last party's signature below. The following parties hereby acknowledge the terms of said First Amended Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy and hereby agree to comply with them:

Williamson County, Texas

_____
Bill Gravell,
Williamson County Judge

Date: _____, 2019

Hutto Education Foundation

Jeffri Orosco
Jeffri Orosco,
Endowment Committee Chair,
Hutto Education Foundation

Date: September 5, 2019

T. Doggett
Terrie Doggett
Board President
Hutto Education Foundation

Date: September 5, 2019

Commissioners Court - Regular Session **12.**

Meeting Date: 09/17/2019

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: Consent

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 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	09/09/2019 09:20 AM
Form Started By: Chris Connealy		Started On: 09/06/2019 03:33 PM
Final Approval Date: 09/09/2019		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND LAW ENFORCEMENT OR GOVERNMENT AGENCY 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 "The Agency"), 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. The Agency 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. The Agency 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 The Agency.

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 The Agency'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 The Agency and to the extent possible, assist The Agency in procuring the above listed items and services. Any such assistance will be deemed Additional Services and shall be paid for by The Agency.

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 THE AGENCY 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 THE AGENCY, THE AGENCY'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 THE AGENCY 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 THE AGENCY 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 THE AGENCY AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY THE AGENCY 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, THE AGENCY 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 The Agency: Without limiting any of The Agency's other obligations under this Agreement, The Agency will:

1. Ensure that at all times at least one current staff person of The Agency 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 The Agency 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, The Agency 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. Neither party shall be responsible for the acts of an employee of another party.

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, the Williamson County Judge, or the Liberty Hill Independent School District.

X.

Good Faith Clause: The Parties agree to act in good faith in the performance of this agreement.

XI.

Confidentiality: The Agency 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. The Agency 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, The Agency 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 Liberty Hill Independent School District Police Department:
Name: Steven Snell (or successor)
Title: Superintendent
Address: Liberty Hill Independent School District
301 Forrest Street
Liberty Hill, 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. This agreement is effective when signed by both parties.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:**_____

Bill Gravell
County Judge

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

By: _____ **Date:** 9/6/19

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

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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.

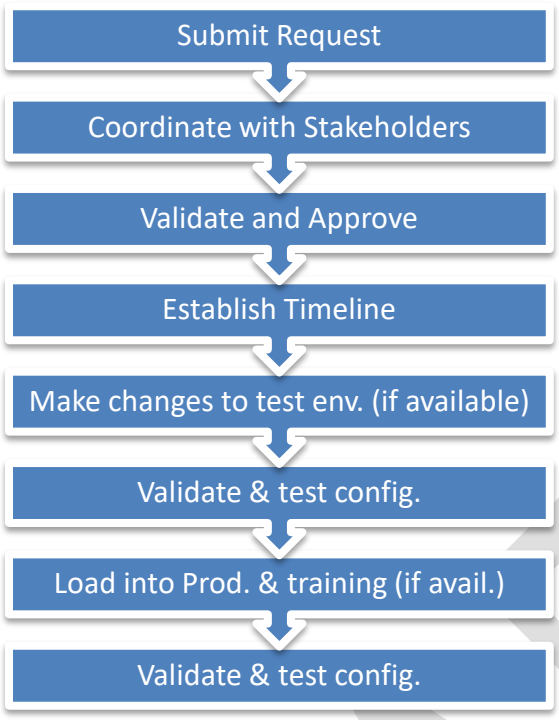
Multi-Agency configuration changes will be routed to the appropriate Governing Body for consent after an initial review. When the Governing Body consents (or has delegated consent), then the timeline and test plan will be developed.

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:

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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.

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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.

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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 **13.**

Meeting Date: 09/17/2019

Lexis Nexis Subscription Contract

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding LexisNexis Contract renewal for the Williamson County Attorney's Office.

Background

The County Attorney's office currently has a contract with LexisNexis that the attorney's and support staff use for legal research. This renewal would continue this contract for further use of the County Attorney's office. The funds have been approved for FY '20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LexisNexis contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 08:22 AM
Form Started By: Stephanie Lloyd		Started On: 09/11/2019 02:45 PM
Final Approval Date: 09/12/2019		

Lexis Advance® Subscription Amendment for State/Local Government
(Existing Subscriber Version)

"Subscriber" Name: Williamson County Attorneys Office
Account Number: 100009PFA
"LN": LexisNexis, a division of RELX Inc.

1. Amendment
This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification
2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**24**

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges
3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	**SKU Number**	**Number of Users**
National Primary Enhanced News	1011511 1010610	24 24
ALR and AMJUR Library	1011970	24

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TX Jurisprudence	1011496	24
TX Transaction Guide Legal Forms	1010483	24
Dorsaneo: TX Litigation Guide TX Jury Instructions	1010135 1011497	24 24
TX Civil Practice Analytical	1011328	24
Texas Criminal Law & Procedure Analytical	1010480	24
Moore's Federal Practice-Civil Moore's Federal Practice-Criminal	1010336 1010337	24 24
☐ See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
10/1/2019-9/30/20	1401.00
10/1/2020-9/30/21	1440.00
10/1/2021- 9/30/22	1440.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

_____
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 9/14/19.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

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(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Williamson County Attorneys Office**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	

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Commissioners Court - Regular Session **14.**

Meeting Date: 09/17/2019

Philips Service Agreement Cancellation

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the cancellation of the Philips Healthcare HeartStart MRx Service Agreement.

Background

Williamson County EMS has purchased and is deploying new patient care monitors. This service agreement is no longer needed for these devices.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cancellation Letter

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/10/2019 09:20 AM
County Judge Exec Asst.	Andrea Schiele	09/10/2019 04:45 PM
Form Started By: Michael Knipstein		Started On: 09/10/2019 08:15 AM
Final Approval Date: 09/10/2019		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

September 17, 2019

Via electronic mail: dolores.lezo@phillips.com
Phillips Healthcare
Business Center, MS0400
3000 Minuteman Rd.
Andover, MA 01810

In re: ***Notice of Contract Termination for Williamson County EMS/HeartStart MRx (Agreement No. 42356186)***

To Whom It May Concern:

As you are aware, Williamson County EMS is currently in a contract with your company for patient care monitors. 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 above-referenced contract, paragraph 7, which allows for termination, the relevant provision states as follows:

> **Customer may cancel this Agreement upon sixty (60) days written notice to Phillips (i) representing that the System is being permanently removed from the Site and that the System is not being used in any other Customer …**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective in sixty (60) calendar days or November 16, 2019.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Mr. Mike Knipstein, Director, WilCo EMS

BG/me

Commissioners Court - Regular Session **15.**

Meeting Date: 09/17/2019

Extension of Ghulam Khan M.D. PSA for Williamson County Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Ghulam Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of $93,500 for the term of October 1, 2019 - September 30, 2020.

Background

The Sheriff's Department requested renewal #6 with Ghulam Khan, M.D. for these services. The FY20 funding source is under General Fund, Corrections, Jail Doctor, 0100.0570.004116.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ghulam Khan, M.D. Psychiatric Medical Services renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2019 11:44 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:47 AM
Form Started By: Dianne West		Started On: 09/10/2019 03:34 PM
Final Approval Date: 09/12/2019		

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR PSYCHIATRIC MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2019

Provider: Ghulam M. Kahn, M.D.

Provider's Mailing Address:

Ghulam M. Kahn, M.D.
56 East Avenue
Austin, Texas 78701

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Agreement To Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Extension Agreement") is that certain Professional Services Agreement For Psychiatric Medical Services at the Williamson County Jail, being executed by and between Provider and County in the year of 2013, wherein Provider agreed to provide psychiatric services for the inmates of the Williamson County Jail (the "Agreement").

Extension of the Agreement:

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2019 and ending on midnight of September 30, 2020 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____
Bill Gravell,
Williamson County Judge

PROVIDER:

By: _____

Printed Name: Ghulam M. Kahn, M.D.

Commissioners Court - Regular Session **16.**

Meeting Date: 09/17/2019

Extension of Adam Barta, M.D. PSA for Williamson County Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of $90,195.60 for the term of October 1, 2019 - September 30, 2020.

Background

The Sheriff's Department requested renewal #9 with Adam Barta, M.D. for these services. The FY20 funding source is under General Fund, Corrections, Jail Doctor, 0100.0570.004116.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Adam Barta, M.D. Medical Services renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2019 11:45 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:48 AM
Form Started By: Dianne West		Started On: 09/10/2019 03:40 PM
Final Approval Date: 09/12/2019		

AGREEMENT TO AMEND AND EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2019

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D.
4216 Venado Drive
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Amendment and Extension Agreement:

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article I., Scope of Services: Article I., Scope of Services of the Agreement shall be amended as follows:

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide medical services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute medical doctor to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

B. To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

II. Extended Term:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2019 and ending on midnight of September 30, 2020 ("Extended Term").

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____
Bill Gravell,
Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By: _____

Printed Name: Adam Barta

Representative Capacity: _____

Commissioners Court - Regular Session **17.**

Meeting Date: 09/17/2019

Extension of Todd C. Harris, P.C. PSA for Williamson County Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of $93,500.00 for the term of October 1, 2019 - September 30, 2020.

Background

The Sheriff's Department requested renewal #9 with Todd C. Harris for these services. The FY20 funding source is under General Fund, Corrections, Dental, 0100.0570.003317.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Todd C. Harris Dental Services renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2019 11:46 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:50 AM
Form Started By: Dianne West		Started On: 09/10/2019 03:42 PM
Final Approval Date: 09/12/2019		

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

Date: To be effective as of October 1, 2019

Provider: Todd C. Harris, P.C., a Texas professional corporation

Provider's Mailing Address:

Todd C. Harris, P.C.
1600 West 38th Street, Suite 305
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Robert Chody
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Dental Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

Agreement to the Agreement:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2019 and ending on midnight of September 30, 2020 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

_____
Bill Gravell,
Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.

By: TC Harris

Printed Name: TODD C HARRIS

Representative Capacity: DENTIST

Commissioners Court - Regular Session **18.**

Meeting Date: 09/17/2019

Fleet Service Lighting LED Upgrade

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 Facility Solutions Group to provide all materials, labor and equipment to upgrade LED Lighting at the Fleet Services in the amount of $11,390.88 per the terms of BuyBoard Contract #527-17 and authorizing execution of the agreement.

Background

This service agreement is to provide labor and equipment to upgrade lighting at Fleet Service per the terms of BuyBoard Contract #527-17. Department point of contact is Jeff Hancock. Funding Source 01.0100.01026.004509 for FY 19.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FSG contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2019 09:28 AM
County Judge Exec Asst.	Andrea Schiele	09/05/2019 10:27 AM
Form Started By: Andrew Portillo		Started On: 09/04/2019 09:41 AM
Final Approval Date: 09/05/2019		

PREPARED FOR:
Jeff Hancock
Assistant Facilities Director
3101 SE Inner Loop
Georgetown, TX 78626

PROJECT NAME:
Fleet Services

Williamson County

Fleet Services Lighting LED Upgrade
Lighting Economic Analysis



FACILITY SOLUTIONS GROUP

SUBMITTED BY:
Brett Anderson, LC, IES
Snr Account Representative
brett.anderson@fsgi.com
512-762-7172

August 6, 2019

Williamson County
Jeff Hancock
Assistant Facilities Director
3101 SE Inner Loop
Georgetown, TX 78626

Lighting Economic Analysis

Project: Fleet Services Lighting LED Upgrade
Fleet Services
3101 SE Inner Loop
Georgetown, TX 78626

Total Fixtures Upgraded:	58	FSG's INVOICE AMOUNT:	$11,390.88		
kW Reduced:	0.76	Projected Utility Rebate:	$0.00		
Avg kWh Rate:	$0.105				
kWh Reduced:	3,251	NET INSTALLED COST:*	$11,390.88		
Annual Utility Savings:	$366.93	*After Utility Rebate (which is not guaranteed by FSG)*			
Annual Maintenance Savings: (1)	$1,139.09	Net Simple Payback:	7.56	*Yrs w/Maintenance Savings*	
Inflation Rate: (2)	2.0%	Return On Investment:	13.2%		
Est. Discount Rate: (Cost of Capita	8.0%				
Cap Rate Basis:	5.0%	Internal Rate of Return: (IRR)	10%	*(Hurdle Rate)*	
EPA Required Lamp Disposal:	**$15**	Net Present Value: (NPV)	$721	*(Today's value of future savings)*	
YOUR COST TO WAIT PER DAY:	$4	Added Real Property Value (3)	$30,120		
		(Improved NOI / Cap Rate)			

	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6-10*
Annual Cash Flow:	$1,506	$1,536	$1,567	$1,598	$1,630	$8,653
Net Cash Flow:	($11,391)	$1,536	$1,567	$1,598	$1,630	$8,653
Cumulative Cash:	($9,885)	($8,349)	($6,782)	($5,184)	($3,553)	$7,849

(1) Maintenance savings is included in the net simple payback and cash flow years 1 & 2

(2) Inflation impacts years 2-10

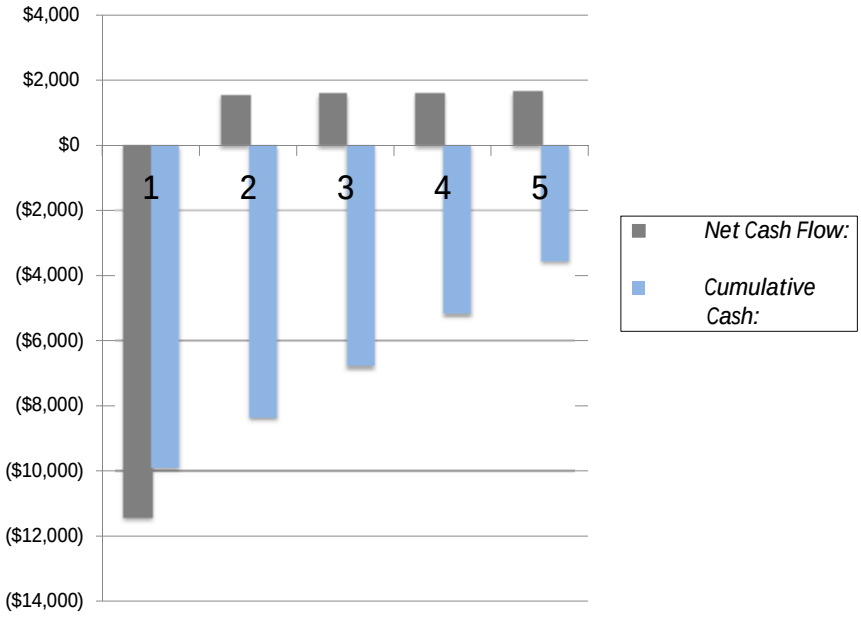
(3) Real Property Value increases by reducing operating expenses thereby improving Net Operating Income (NOI)

PRESENT SYSTEM

Total kW:	**2.53**
Total kWh:	**10,976**

PROPOSED SYSTEM

Total kW:	**1.78**
Total kWh:	**7,726**
Total KW Saved:	**0.76**
Total kWh Saved:	**3,251**



Executive Approval

Williamson County

Customer: WILCO Fleet Address: Start Date:

Location: Job Number: Revision As Of:

Audit Date: Audit Type: **IPA** Completion Date:

Line	Floor	Room Description/Number	Fixt #	Qty	Adj	Total	Comp	Incomp	Date	Comments	Part Number	Product Description
1		Fleet Lobby	001	2		2		2		KEEP OLD FIXTURES	2x4 LED Prismatic	2x4 LED Flat Panel (Keep Old Fixture)
2		Fleet Lobby	002	2		2		2			LED Exit Sign	LED Exit Sign w/ Bug Eyes
3		Shop Office	003	1		1		1			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
4		Shop Office	003E	1		1		1			2x4x2-F32T8 Prismatic EM	2x4 LED Flat Panel w/ EM
5		Office Area	003	3		3		3			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
6		Office Area	003E	1		1		1			2x4x2-F32T8 Prismatic EM	2x4 LED Flat Panel w/ EM
7		Hall	003	3		3		3			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
8		Hall (ADD)	003	1		1		1			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
9		Hall (ADD)	003E	1		1		1			2x4x2-F32T8 Prismatic EM	2x4 LED Flat Panel w/ EM
10		Electrical Room	004	1		1		1			1x4x2-F32T8 Strip	1x4 LED Strip
11		Electrical Room	004E	1		1		1			1x4x2-F32T8 Strip EM	1x4 LED Strip w/ EM
12		Office	003	2		2		2			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
13		Parts	003	12		12		12			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
14		Parts (ADD)	003	6		6		6			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
15		Parts (ADD)	003E	2		2		2			2x4x2-F32T8 Prismatic EM	2x4 LED Flat Panel w/ EM
16		Office	003	2		2		2			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
17		IT Room	003	2		2		2			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
18		Closet	003	1		1		1			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
19		Additional Fixtures	003	2		2		2			2x4x2-F32T8 Prismatic	2x4 LED Flat Panel
20		Dimmers in Office	005	2		2		2			Switch	Add 0-10V Dimmer
21						0		0			0	0
22						0		0			0	0
246						0		0			0	0
				48	0	48	0	48				

BuyBoard

Fleet Services Lighting LED Upgrade

This proposal is base on rates provided through BuyBoard Contract 527-17, Energy Saving Lighting Products. Pricing on BuyBoard is for material AND installation labor only. Contract pricing is NTE (not to exceed).

1. Place order with FSG directly
2. Fax or email (info@buyboard.com) PO to BuyBoard noting "RECORD ONLY"
3. Products / Services delivered and invoiced by FSG
4. Payment made to FSG.

August 23, 2019

Jeff Hancock
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Submitted by: Brett Anderson, LC, IES
FSG Representative
brett.anderson@fsgi.com
512-762-7172

Project: Lighting Retrofit (LR)
Location: Fleet Services

Thank you for considering FSG's lighting proposal. We will provide all materials (unless otherwise requested), labor, and equipment to complete your project professionally according to all relevant electrical codes and in a timely manner.

Any utility rebates herein listed, are subject to the local utility company's rules and procedures. FSG cannot guarantee said rebate, but will provide all information needed to the utility to maximize the rebate on your behalf, if so desired.

Lighting waste disposal will follow local and EPA's regulations. Mercury-containing lamps will be recycled unless you have a preferred vendor to handle the proper disposal. Hazardous ballasts (PCBs) quantities are typically unknown at the start of any job. FSG and/or it's contractor will properly store any hazardous ballast on site (at your location determination) and can coordinate disposal for you at an additional cost. Certificate of Destruction or Recycle will be forwarded to you at the address hereinabove listed.

WARRANTIES

FSG will honor the providing manufacturer(s) material and labor warranty as written. Any special accommodations shall be attach to this document as 'Exhibit A'. FSG warrants it own workmanship for 90 days. FSG will process all related claims on the customer's behalf.

TERMS & CONDITIONS

This proposal is valid for 90 days from the date issued. We appreciate the opportunity to serve your needs. If you have any questions, please don't hesitate to call or email.

EXCLUSIONS

Any fixture not specified in the audit documentation can be retrofitted, with your approval, at an additional unit price (to be attached).

It is assumed that the existing circuitry is properly maintained and adequate for the new fixture or retrofit that are to be installed. Any work on the electrical services need for code compliance, is NOT included in this price and would require an add/change order.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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, County will only be liable for its pro rata share of services rendered and goods actually received.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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

ACCEPTANCE BY: DATE:

08/23/19

Williamson County

Brett Anderson, LC, IES
Senior Account Representative
FSG
brett.anderson@fsgi.com

Environmental Impact Statement

Client: **Williamson County**
Project: **Fleet Services**
3101 SE Inner Loop

Annual Kilowatt Hours Saved: **3,251**

According to the EPA, for each kWh saved, approximately 1.8 pounds of Carbon Dioxide (CO2), .006 pounds of Sulfur Dixi .003 pounds of Nitrogen Oxides (NOx), and .043 milligrams of Mercury (Hg) are eliminated from future power plant emissio into our atmosphere annually.

CO_2 is a "Greenhouse Gas" while SO_2 contributes to acid rain formation and NOx contributes to the troposheric ozone form (Smog) and estuarial damage.

The Annual Pollution Reduction Impact of Your Project

Carbon Dioxide (lbs):	**5,851**	**Nitrogen Oxides** (lbs):	**10**
Sulfur Dioxide (lbs):	**20**	**Mercury** (grams):	**0**

For every 10,000 Kilowatt Hours saved the EPA has estimated the savings to be equivalent to planting **2.9 acres** of trees a or equivalent to removing **1.4 cars** from our roads annually.

Your Lighting Project's Local Impact

Acres of Trees Planted:	**1**	**Cars Removed:**	**0**

The EPA does regulate the disposal of lighting products if they contain hazardous waste. Fluorescent lamps, HID lamps, a incandescent may contain some hazardous elements. **PCB** containing ballast are already federally regulated. If you are al classified as a hazardous waste generator you must follow the disposal and or recycling regulations from the EPA. If you pr more than 100kg of hazardous waste per month, you are considered a hazardous generator. Lamps are classified as **Univ Waste** which does reduce some of the handling procedures.

All Generators of lighting waste products must have a **TCLP** test (Toxicity Characteristic Leaching Procedure) to identify po hazards. The lamps cannot exceed 0.2 milligram per liter in order to pass. Failure to perform the test will automatically trig need for recycling. Your local landfill may not accept the lamps that pass. Ballast containing **PCB's MUST** also be dispose through incineration or EPA approved recycling. FSG prefers to incinerate PCB's. **Ballasts must have "NO PCB's" on th otherwise, they must be considered to have PCB's.**

FSG recommends recycling the lamps and incinerating the ballast to provide you with the safest disposal method and soun environmental practices. We can manage the entire project and minimize your potential exposure while archieving the high savings. All recycling/disposal certificates will be mailed to the address listed in the proposal.

DISCLAIMER
Please seek advice from the EPA at their website, local office, or national hotline for further details FSG, its employees, managers, directors, officers or its agents are not ever condidered to be the generator of the lighting waste related to this or any project. Our intent is to help our customers navigate through the federal and state regulations as best as we can. Please seek the advice of your own risk management staff, lawyers, or consultants to insure and protect yourself from liability. FSG, nor its employees are responsible for the EPA's projections on environmental benefits. The EPA conversion numbers can be found at *www.epa.gov*.



PRODUCT SPECIFICATIONS

EZPAN2X4-40N/D10

RAB | Indoor

2' x 4' EZPAN edgelit LED panel lights provide smooth and uniform light edge-to-edge for a clean, modern look. Install in drop ceilings or use optional surface, pendant or recessed (dry wall) mounting kits.

Color: White

Weight: 14.8 lbs

Project:	Type:
Prepared By:	Date:

Driver Info

Type	Constant Current
120V	0.33A
208V	0.21A
240V	0.19A
277V	0.16A
Input Watts	39.80W
Efficiency	N/A

LED Info

Watts	40.00W
Color Temp	4000K (Neutral)
Color Accuracy	83 CRI
L70 Lifespan	60,000
Lumens	4,465
Efficacy	112.2 LPW

Technical Specifications

Listings

UL Listing:

Suitable for damp locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. DLC Product Code: P76QGDBU

Electrical

Driver:

Constant Current, Class 2, 120-277V, 50/60Hz, 120V: 0.35A, 208V: 0.21A, 240V: 0.18A, 277V: 0.16A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims as low as 10%.

THD:

8.2% at 120V, 9.9% at 277V

Power Factor:

99.3% at 120V, 96.3% at 277V

Note:

All values are typical (tolerance +/- 10%)

LED Characteristics

Lifespan:

60,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Long-life, High efficiency, micro-power, surface mount LEDs

Construction

IC Rating:

Suitable for insulated ceilings

Maximum Ambient Temperature:

Suitable for use in -30°C (-22°F) to 50°C(122°F)

Lens:

Frosted polystyrene

Mounting:

Recessed ceiling

Housing:

Lightweight aluminum housing, steel pan and junction box

Installation:

Standard integral T-bar clips secure the fixture to T-bars and prevent T-system separation

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Other

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Copyright © 2019 RAB Lighting All Rights Reserved Note: Specifications are subject to change at any time without notice

Technical Specifications (continued)

Other

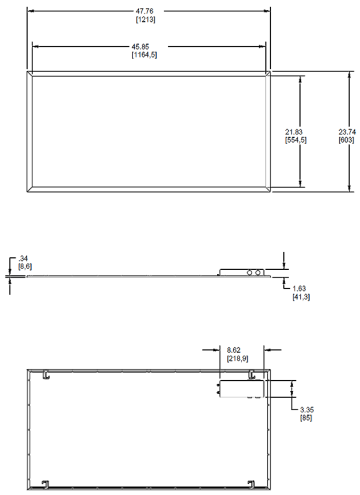
Equivalency :

Equivalent to (4)F32T8 or (4)F28T5

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

Perfect for shallow plenums

Even and diffuse ambient illumination, ideal for spaces where glare-free lighting is required

0-10V dimmable driver, standard

Ordering Matrix

Family	Size		Wattage	Color Temp	Driver	Options
EZPAN	2X4	–	40	N	/D10	
	2X4 = 2' x 4' **2X2 =** 2' x 2'		**30 =** 30W **40 =** 40W **50 =** 50W [1]	**Blank =** 5000K (Cool) **N =** 4000K (Neutral) **YN =** 3500K (Warm Neutral) **Y =** 3000K (Warm)	**/D10 =** 0-10V Dimming	**Blank =** No Option **/LC =** Lightcloud® Controller **/E2 =** Emergency Battery Backup **/LC/E2 =** Lightcloud® Controller w/ Emergency Battery Backup

[1] Available only in 2' x 4'
[2] Available only in 2' x 2' and 1' x 4'

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EZPAN2X4-40N/D10/E2

RAB | Indoor

2' x 4' EZPAN edgelit LED panel lights with emergency battery Backup that will operate the LED Lamp for 90 minutes if power fails. Install in drop ceilings or use optional surface, pendant or recessed (dry wall) mounting kits.

Color: White

Weight: 19.3 lbs

Project:	Type:
Prepared By:	Date:

Driver Info

Type	Constant Current
120V	0.33A
208V	0.21A
240V	0.19A
277V	0.16A
Input Watts	39.80W
Efficiency	N/A

LED Info

Watts	40.00W
Color Temp	4000K (Neutral)
Color Accuracy	83 CRI
L70 Lifespan	60,000
Lumens	4,465
Efficacy	112.2 LPW

Technical Specifications

Listings

UL Listing:

Suitable for damp locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. DLC Product Code: P76QGDBU

Electrical

Driver:

Constant Current, Class 2, 120-277V, 50/60Hz, 120V: 0.35A, 208V: 0.21A, 240V: 0.18A, 277V: 0.16A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims as low as 10%.

THD:

8.2% at 120V, 9.9% at 277V

Power Factor:

99.3% at 120V, 96.3% at 277V

Note:

All values are typical (tolerance +/- 10%)

Battery Backup:

Emergency battery backup will operate the fixture for 90 minutes if power fails. Wired for 120-277V.

LED Characteristics

Lifespan:

60,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Long-life, High efficiency, micro-power, surface mount LEDs

Construction

IC Rating:

Suitable for insulated ceilings

Maximum Ambient Temperature:

Suitable for use in -30°C (-22°F) to 50°C(122°F)

Lens:

Frosted polystyrene

Mounting:

Recessed ceiling

Housing:

Lightweight aluminum housing, steel pan and junction box

Installation:

Standard integral T-bar clips secure the fixture to T-bars and prevent T-system separation

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

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Technical Specifications (continued)

Other

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

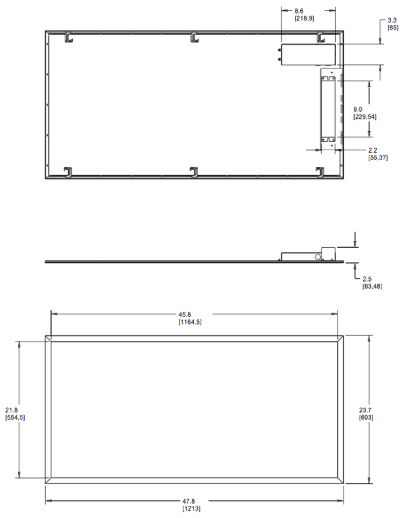
Equivalency :

Equivalent to (4)F32T8 or (4)F28T5

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

Perfect for shallow plenums

Even and diffuse ambient illumination, ideal for spaces where glare-free lighting is required

0-10V dimmable driver, standard

Ordering Matrix

Family	Size		Wattage	Color Temp	Driver	Options
EZPAN	2X4	–	40	N	/D10	/E2
	2X4 = 2' x 4' **2X2 =** 2' x 2'		**30 =** 30W **40 =** 40W **50 =** 50W [1]	**Blank =** 5000K (Cool) **N =** 4000K (Neutral) **YN =** 3500K (Warm Neutral) **Y =** 3000K (Warm)	**/D10 =** 0-10V Dimming	**Blank =** No Option **/LC =** Lightcloud® Controller **/E2 =** Emergency Battery Backup **/LC/E2 =** Lightcloud® Controller w/ Emergency Battery Backup

[1] Available only in 2' x 4'
[2] Available only in 2' x 2' and 1' x 4'

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STRP440-840U

RAB | Indoor



Versatile, economical strip lights combine a traditional, fluorescent tube look with energy-saving LED technology.

Color: White

Weight: 5.4 lbs

Project:	Type:
Prepared By:	Date:

Driver Info

Type	Constant Current
120V	0.40A
208V	0.19A
240V	0.17A
277V	0.15A
Input Watts	39.00W
Efficiency	N/A

LED Info

Watts	40.00W
Color Temp	4000K (Neutral)
Color Accuracy	84 CRI
L70 Lifespan	50,000
Lumens	5,539
Efficacy	142 LPW

Technical Specifications

Listings

UL Listing:

Suitable for damp locations

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities.DLC Product Code: P0XBIQDU

Electrical

Driver:

Constant Current, 120-277V, 50/60 Hz, 120V: 0.19A, 208V: 0.17A, 240V: 0.15A, 277V: 0.12A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims as low as 10%.

THD:

5.86% at 120V, 7.63% at 277V

Power Factor:

99.7% at 120V, 97.2% at 277V

LED Characteristics

Lifespan:

50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Long-life, High efficiency, micro-power, surface mount LEDs

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5-year period

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

Cold Weather Starting:

The minimum starting temperature is -20°C (-4°F)

Maximum Ambient Temperature:

Suitable for use in 50°C (122°F)

Housing:

Sheet metal stamping 24 gauge, cold-rolled steel

Mounting:

Comes standard with surface mounting hardware. Accessories available for suspension hook mounting or J-Box mounting (purchased separately).

Connecting Adaptor:

May link up to 15 fixtures using connecting adaptor included with each fixture for easy installation. Separate connecting plate (order as accessory) recommended for each connection point.

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Other

5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

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Technical Specifications (continued)

Other

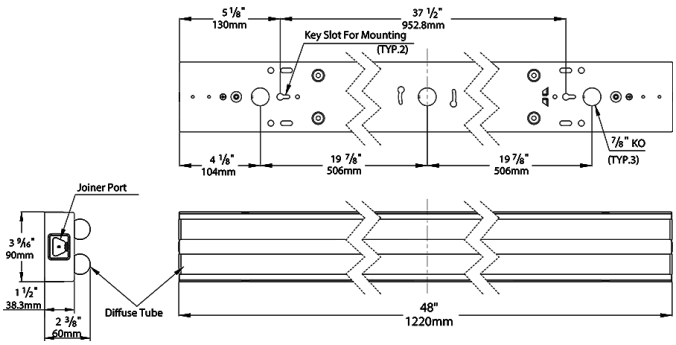
Accessories:

STRP BPLATE - Bracket plate for mechanically joining fixtures, for runs need one less than fixture quantity. Click here.
STRP SHOOK - Suspension "S" hook and 9 1/2" chain. Sold in pairs, need 1 pair for each fixture. Click here.
JBSTRP - White flat cover for junction-box installations, sold individually. Click here.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Traditional, fluorescent tube look; energy-saving LED technology
- Surface-mount ready; accessories available for junction box or suspended mount
- 0-10V dimming
- 50,000-Hour LED lifespan

Ordering Matrix

Family	Length/Wattage		CRI/CCT	Voltage	Options
STRP	440	–	840	U	
	210 = Single tube 2ft, 10W **220 =** Double tube 2ft, 20W **420 =** Single tube 4ft, 20W **440 =** Double tube 4ft, 40W		**850 =** 5000K (Cool), 80 CRI **840 =** 4000K (Neutral), 80 CRI **835 =** 3500K (Warm Neutral), 80 CRI	**U =** 120-277V	**Blank =** No Option **/MVS =** Microwave Bi-Level Motion Sensor *Available only to STRP440 [1] **/E2 =** Emergency Backup *Available only to STRP440 [1]

[1] Available with the STRP440 only

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STRP440-840U/E2

RAB | Indoor



Versatile, economical strip lights combine a traditional, fluorescent tube look with energy-saving LED technology.

Color: White

Weight: 5.7 lbs

Project:	Type:
Prepared By:	Date:

Driver Info

Type	Constant Current
120V	0.40A
208V	0.19A
240V	0.17A
277V	0.15A
Input Watts	39.00W
Efficiency	N/A

LED Info

Watts	40.00W
Color Temp	4000K (Neutral)
Color Accuracy	84 CRI
L70 Lifespan	50,000
Lumens	5,539
Efficacy	142 LPW

Technical Specifications

Listings

UL Listing:

Suitable for damp locations

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities.DLC Product Code: P0XBIQDU

Electrical

Driver:

Constant Current, 120-277V, 50/60 Hz, 120V: 0.19A, 208V: 0.17A, 240V: 0.15A, 277V: 0.12A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims as low as 10%.

THD:

5.86% at 120V, 7.63% at 277V

Power Factor:

99.7% at 120V, 97.2% at 277V

Battery Backup:

Battery backup will operate the LED Lamp for 90 minutes if power fails. Wired for 120V-277V.

LED Characteristics

Lifespan:

50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Long-life, High efficiency, micro-power, surface mount LEDs

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5-year period

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

Cold Weather Starting:

The minimum starting temperature is -20°C (-4°F)

Maximum Ambient Temperature:

Suitable for use in 50°C (122°F)

Housing:

Sheet metal stamping 24 gauge, cold-rolled steel

Mounting:

Comes standard with surface mounting hardware. Accessories available for suspension hook mounting or J-Box mounting (purchased separately).

Connecting Adaptor:

May link up to 15 fixtures using connecting adaptor included with each fixture for easy installation. Separate connecting plate (order as accessory) recommended for each connection point.

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

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Technical Specifications (continued)

Other

5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

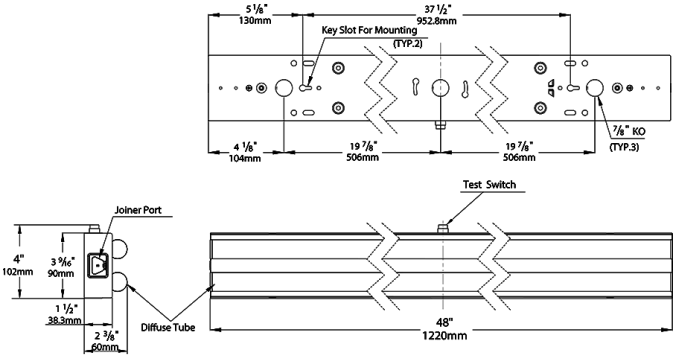
Accessories:

STRP BPLATE - Bracket plate for mechanically joining fixtures, for runs need one less than fixture quantity. Click here.
STRP SHOOK - Suspension "S" hook and 9 1/2" chain. Sold in pairs, need 1 pair for each fixture. Click here.
JBSTRP - White flat cover for junction-box installations, sold individually. Click here.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

Traditional, fluorescent tube look; energy-saving LED technology

Surface-mount ready; accessories available for junction box or suspended mount

0-10V dimming

50,000-Hour LED lifespan

Ordering Matrix

Family	Length/Wattage		CRI/CCT	Voltage	Options
STRP	440	–	840	U	/E2
	210 = Single tube 2ft, 10W **220 =** Double tube 2ft, 20W **420 =** Single tube 4ft, 20W **440 =** Double tube 4ft, 40W		**850 =** 5000K (Cool), 80 CRI **840 =** 4000K (Neutral), 80 CRI **835 =** 3500K (Warm Neutral), 80 CRI	**U =** 120-277V	**Blank =** No Option **/MVS =** Microwave Bi-Level Motion Sensor *Available only to STRP440 [1] **/E2 =** Emergency Backup *Available only to STRP440 [1]

[1] Available with the STRP440 only

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LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

FEATURES & SPECIFICATIONS

INTENDED USE — Suitable for applications requiring both exit sign and unit equipment. Attractive, 8" tall, streamlined design is great for above-the-door applications and other tight fits. Optional high-output version with remote lamps are ideal for emergency egress lighting. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate.** Click here for Acrylic- Polycarbonate Compatibility table for suitable uses.

CONSTRUCTION — Engineering-grade thermoplastic housing is impact-resistant, scratch-resistant and corrosion-proof. UL94V-0 flame rating. UV-stable resin resists discoloration from natural and man-made light sources.

Rugged unibody housing snaps together with no additional fasteners. Faceplate and back cover are interchangeable on housing. Positive snap-fit tabs hold faceplate securely, yet are easily removable for lamp compartment access. Universal, directional chevron inserts are easily removed and reinserted.

Uniform graphics illumination without shadows or hot spots. Letters are 6" high with 3/4" stroke, with 100 ft. viewing distance rating based upon UL924 standard.

LEDs mounted on primary circuit boards for sign illumination. Low-energy LED lamp in sign operates in normal (AC input) and emergency (DC input) modes.

Low-profile, integrated test switch/pilot light. Easily viewed bright red status indicator.

Unique track-and-swivel arrangement permits full range of direction of lamp head adjustment. Universal J-box mounting pattern. Tool-less access for maintenance. Conduit entry position on top of unit.

U.S. Patent No. 6,848,798; 6,499,866; 6,142,648; 5,797,673; D379,373; 5,526,251; D484,272; D473,672; 5,611,163; 5,646,502.

OPTICS — Twin LED lamp heads operate in emergency (DC input) mode with 12 series-parallel white LEDs in each head. Provides redundant light sources to ensure emergency lighting performance. The typical life of the exit LED lamp is 10 years.

ELECTRICAL — Dual-voltage input capability (120/277V). Edge connector on printed circuit board ensures long-term durability.

Current-limiting charger maximizes battery life and minimizes energy consumption. Provides low operating costs.

Short-circuit protection — current-limiting charger circuitry protects printed circuit board from shorts.

Thermal compensation adjusts charger output to provide optimum charge voltage relative to ambient temperature.

Regulated charge voltage maintains constant-charge voltage over a wide range of line voltages. Prevents over/undercharging that shortens battery life and reduces capacity.

Filtered charger input minimizes charge voltage ripple and extends battery life.

AC/LVD reset allows battery connection before AC power is applied and prevents battery damage from deep discharge.

Single multi-color LED indicator to display two-state charging, test activation and three-state diagnostic test. Test switch provides manual activation of 30-second diagnostic testing for on-demand visual inspection. Self-diagnostic testing for 30 seconds every 30 days, 30 minutes at 180-day interval, and 90 minutes annually. Diagnostic evaluation of LED light source, AC-to-DC transfer, charging and battery condition.

Battery: Sealed, maintenance-free nickel-cadmium battery delivers 90-minute capacity to emergency lamps. Two-state contstant-current charge maximizes battery life and automatically recharges after battery discharge. Low-voltage disconnect prevents excessively deep discharge that can permanently damage the battery. Optional high-output battery to power both local and optional LED remote lamp heads simultaneously.



QUANTUM®
Thermoplastic Exits

LHQM LED



LED Lamp Head
Nickel-Cadmium Battery

HO RO



INSTALLATION — Top, end or back mounting. Housing snaps to canopy with positive-locking tabs. Cam locking pin secures housing to canopy.

Easily removed mounting knockouts. Conduit entry knockout for 1/2" flexible conduit. J-box pattern on back panel.

LISTINGS — UL damp location listed standard 50°-104°F (10°-40°C). Meets UL 924, NFPA 101 (current Life Safety Code), NEC and OSHA illumination standards.

WARRANTY — 5-year limited warranty. (Battery is prorated). Complete warranty terms located at www.AcuityBrands.com/CustomerResources/Terms_and_Conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: LHQM LED G

LHQM		LED									
Family		**Lamp type**		**Housing color**		**Letter color**		**Options**			
LHQM	Stencil face, single face plate with extra face plate	LED	Two 1.5W/9.6V white LED	(blank)	White	R	Red	HO	High-output Ni-cad battery	NOM	Meets Mexican standards[1]
				B	Black	G	Green	HO RO	High-output option, less lamp heads	NOM SALIDA	Salida signage (non-UL)[2]
								SD	Self-diagnostics		

Accessories: *Order as separate catalog number.*

ELA Q L0309 SD	Single, LED indoor remote head, white, self-diagnostics [3,4,5]	ELA WG3	Wireguard, 30"W x 13-1/2"H x 6"D[6]
ELA T Q L0309 SD	Twin, LED indoor remote head, white, self-diagnostics [3,4,5]	ELA WG2M	Wireguard, 21-1/4"W x 15"H x 12"D[6]
ELA QWP L0309 SD	Single, LED weather-proof remote head, gray, self-diagnostics [3,4,5]	ELA LQMUS12	12" white stem kit[7]
ELA T QWP L0309 SD	Twin, LED weather-proof remote head, gray, self-diagnostics [3,4,5]	ERE W SGL SQ M12	Single, LED indoor remote head, square, ivory white, .75W, 3.6V-12V voltage sensing[8,9]
ELA Q L0309	Single, LED indoor remote head, white[4,5]	ERE W T SQ M12	Twin, LED indoor remote head, square, ivory white, 1.5W, 3.6V-12V voltage sensing[8,9]
ELA T Q L0309	Twin, LED indoor remote head, white[4,5]	ERE GY SGL WP SQ M12	Single, LED weather-proof remote head, square, gray, 1W, 3.6V-12V voltage sensing[8,9]
ELA QWP L0309	Single, LED weather-proof remote head, gray[4,5]	ERE GY T WP SQ M12	Twin, LED weather-proof remote head, square, gray, 2W, 3.6V-12V voltage sensing[8,9]
ELA T QWP L0309	Twin, LED weather-proof remote head, gray[4,5]		

Notes

1. Available in black or white. Consult factory for options.
2. Only available in white. NOM standard.
3. Only compatible with self-diagnostic option. (ex: HO SD)
4. Also available in black. Add "B" after ELA to order black finish. Example: ELA B Q L0309.
5. Only compatible with HO option . See spec sheet ELA-Q-LED.
6. See spec sheet ELA-WG.
7. See spec sheet ELA-Stemkits.
8. See spec sheet ERE.
9. Not available with SD. Only compatible with HO option.

LHQM LED QUANTUM® Exit/Unit Combo

SPECIFICATIONS

Electrical **Primary Circuit**				
	Typical LED life[1]	Supply voltage	Max amps	Max watts
Red and green LED	10 years	120	.05	4.3
		277	.03	4.3

BATTERY

Ni-Cad				
Voltage	Typical Shelf life[2]	Typical life[2]	Maintenance[3]	Temperature range[4]
9.6	3 years	7-9 years	none	50-104°F (10-40°C)

1 Based on continuous operation.

2 At 77°F (25°C).

3 All life safety equipment, including emergency lighting path of egress, must be maintained, serviced and tested in accordance with all National Fire Protection Association and local codes. Failure to perform the required maintenance, service or testing could jeopardize the safety of occupants and will void all warranties.

4 Optimum ambient temperature range where unit will provide capacity for 90 minutes. Higher and lower temperatures affect life and capacity.

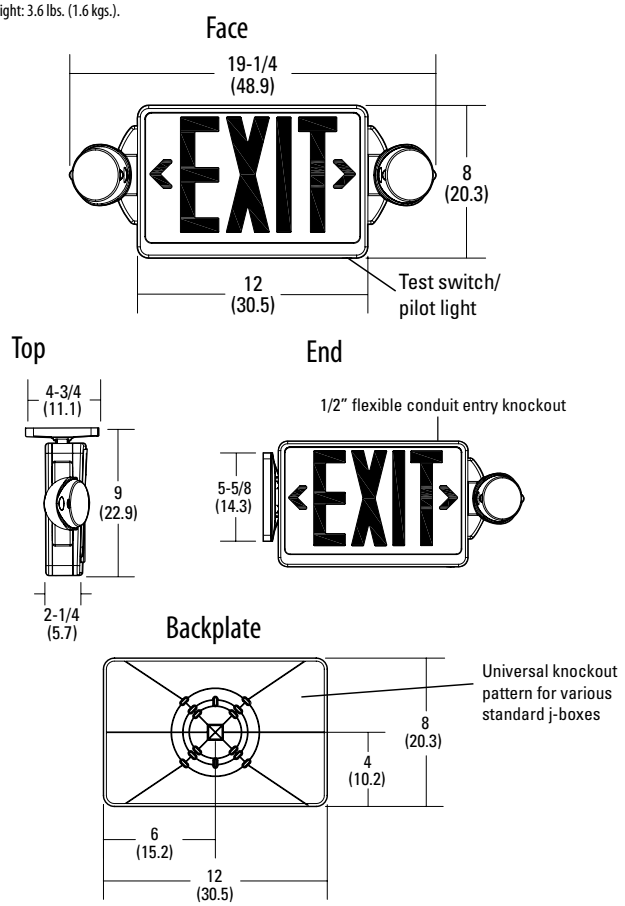
5. Battery life is negatively impacted by many variables including temperature, charging rates, number of cycles and deep discharges due to long periods of time without AC power.

Remote Output Capacity			
Standard unit	Combo	Combo/high-output battery(HO)	Combo/high-output (HO) and no heads (RO)
NA	NA	3W	6W

MOUNTING

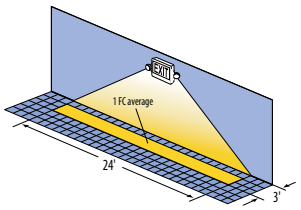
All dimensions are inches (centimeters).

Shipping weight: 3.6 lbs. (1.6 kgs.).

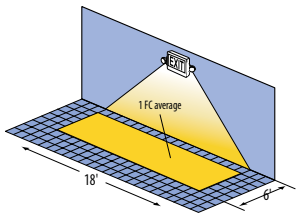


LAMP PHOTOMETRICS

QUANTUM LED SERIES – SINGLE COVERAGE
3W Total White LEDs
Using a single unit at a typical 7.5′ mounting height delivers an average illuminance of 1.0 FC over a distance of 24′ on a 3′ path of egress and 18′ on a 6′ path of egress.

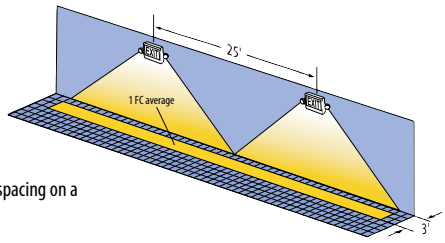


Example of single LHQM LED exit illuminating a 3' path of egress

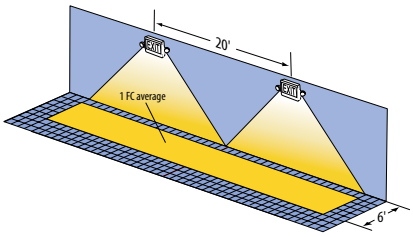


Example of single LHQM LED exit illuminating a 6' path of egress

QUANTUM LED SERIES – MULTIPLE COVERAGE
3W Total White LEDs
Using multiple units at a typical 7.5′ mounting height delivers 25′ center-to-center spacing on a 3′ path of egress and 20′ center-to-center spacing on a 6′ path of egress.



Example of multiple LHQM LED exits illuminating a 3' path of egress



Example of multiple LHQM LED exits illuminating a 6' path of egress

EXTENDED RUN-TIME FOR HIGH-OUTPUT EXITS

Product	Run time
LHQM LED HO (no remotes)	3.8 hours
LHQM LED HO RO (no remotes)	7.5 hours

EMERGENCY: One Lithonia Way Conyers, GA 30012 Phone: 800-705-SERV (7378) www.lithonia.com techsupport-emergency@acuitybrands.com © 2012-2019 Acuity Brands Lighting, Inc. All rights reserved. Rev. 07/31/19



UPC Code: 078477620496

Country Of Origin: Mexico

IP710-LFZ

IllumaTech Slide Dimmer for LED 0-10V Power Supplies, 1200VA, 10A LED, 120/277 VAC

IllumaTech Slide Preset Electro-Mechanical 0-10V Slide Dimmer for use with LED or Fluorescent Ballasts and Power Supplies, suitable for use with Class 1 or Class 2 wiring, 1200VA @ 120VAC, 1500VA @ 277VAC, 10A LED/Electronic Ballast 120/277VAC, 60Hz, 28mAmps maximum sinking current, single pole or 3-way control when used with 3-way switch - White, Ivory & Light Almond

- INNOVATIVE – Designed for use with LED fixtures using 0-10V power supplies
- ADVANCED – No power pack required for switching
- EXCEPTIONAL – Superior quality and dimming performance
- FLEXIBLE – Can be used in a single-pole or 3-way installation (with a 3-way switch, sold separately)

Technical Information

Product Features

Action: Standard ON/OFF

Available Color Kits: Ivry-I Wht-W Gry-G Blk-E Brwn-B Light Almond-T, R-Red

Color: White, Ivory, Light Almond

Color Change Kit: IPKIT Series

Frequency: 60 Hz

Light: None

Load Rating: 1200VA

Load Type: Electronic 0-10VDC Fluorescent and 0-10VDC LED Power Supply

NAFTA Compliant: Yes

Ordering Notes: Incl White, Ivory and Light Almond Color Kit

Preset: Preset

Protection: Radio/TV Filter

Standards and Certifications: cCSAus

Style Name: IllumaTech

Switch Type: Single-Pole & 3-Way

Type: Slide

Voltage: 120/277 VAC

Wallplate: Order Separately

Warranty: 5-Year Limited

SPECIFICATION SUBMITTAL

JOB NAME:	CATALOG NUMBERS:	
JOB NUMBER:		

Leviton Manufacturing Co., Inc.
201 North Service Road, Melville, NY 11747
Telephone: +1-800-323-8920 · FAX: +1-800-832-9538 · Tech Line (8:30AM-7:30PM E.S.T. Monday-Friday): +1-800-824-3005

Leviton Manufacturing of Canada, Ltd.
165 Hymus Boulevard, Pointe Claire, Quebec H9R 1E9 · Telephone: +1-800-469-7890 · FAX: +1-800-824-3005 · www.leviton.com/canada

Leviton S. de R.L. de C.V.
Lago Tana 43, Mexico DF, Mexico CP 11290 · Tel.: (+52)55-5082-1040 · FAX: (+52)5386-1797 · www.leviton.com.mx

Visit our Website at: www.leviton.com
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Leviton has a global presence.
If you would like to know where your local Leviton office is located please go to: www.leviton.com/international/contacts/

Commissioners Court - Regular Session **19.**

Meeting Date: 09/17/2019

Approving Contract Materials Testing Expo Pavilion Project

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Contract for Engineering Services between Williamson County and Alliance Engineering Group, Inc. to provide Construction Materials Testing, Observation and Inspection for the Expo Pavilion and Expo Concessions & Restroom Projects and authorizing execution of the agreement.

Background

Purchasing issued an informal request for qualifications for materials testing related to the Expo Center expansion projects. Six firms viewed the request of which 3 firms submitted a statement of qualifications. The submittals were evaluated and it was determined that Alliance Engineering was the most qualified to complete the scope of work. The contract amount is $47,137.00. Department point of contact is Dwayne Gossett. Funding source is P474 & P475.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Informal RFQ Summary

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2019 11:28 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:33 AM
Form Started By: Thomas Skiles		Started On: 09/11/2019 07:55 AM
Final Approval Date: 09/12/2019		

Solicitation summary (2101)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

PROJECT DESCRIPTION:

Williamson County is seeking a qualified firm to provide materials testing at the Williamson County Expo Center in relation to the North Pavilion Project.

**** Please note this is not a formal request for qualifications.**

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)

Awarded supplier(s)

- Alliance Engineering Group, Inc. (Alliance Engineering Group, Inc.)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 6)
  - Net Gain Marketing
    - Participant since : Aug 30 2019 11:00:24 AM
  - SCI Engineering, Inc.
    - Participant since : Aug 26 2019 9:36:16 AM
  - Fugro USA Land, Inc.
    - Participant since : Aug 26 2019 9:13:45 AM
  - Alliance Engineering Group, Inc.
    - Participant since : Aug 25 2019 12:57:23 PM
  - Arias & Associates, Inc.
    - Participant since : Aug 25 2019 11:45:17 AM
  - Alpha Testing, Inc.

    - Participant since : Aug 23 2019 3:04:17 PM
- **Offer phase** (Number of offers in phase: 3)
    - Alliance Engineering Group, Inc. (Alliance Engineering Group, Inc.) Time and date of submitting: Aug 27 2019 10:14:01 AM
    - Fugro USA Land, Inc. (Fugro USA Land, Inc.) Time and date of submitting: Aug 30 2019 11:02:36 AM
    - Arias & Associates, Inc. (Arias & Associates, Inc.) Time and date of submitting: Aug 30 2019 11:58:09 AM
- **Evaluation** (Number of offers in phase: 3)
    - Alliance Engineering Group, Inc. (Alliance Engineering Group, Inc.)
    - Fugro USA Land, Inc. (Fugro USA Land, Inc.)
    - Arias & Associates, Inc. (Arias & Associates, Inc.)
- **Awarding** (Number of offers in phase: 1)
    - Alliance Engineering Group, Inc. (Alliance Engineering Group, Inc.)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Aug 22 2019 2:00 PM	—	Blake Skiles
Preparation	Phase	Aug 22 2019 2:00 PM	Aug 23 2019 8:00 AM	
Offer phase	Phase	Aug 23 2019 8:00 AM	Aug 30 2019 3:00 PM	
Evaluation	Phase	Aug 30 2019 3:00 PM	Sep 6 2019 8:00 AM	
Award phase	Date	Sep 6 2019 8:00 AM	—	

Results

- **Offer phase** (Aug 23 2019 - Aug 30 2019)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	Alliance Engineering Group, Inc.	–	–	–	–	–	—	96.33%	Yes
2	Fugro USA Land, Inc.	–	–	–	–	–	—	89%	Yes
3	Arias & Associates, Inc.	–	–	–	–	–	—	84%	Yes

- **Evaluation**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
1	Alliance Engineering Group, Inc.	–	–	–	–	–	—	96.33%	Yes
2	Fugro USA Land, Inc.	–	–	–	–	–	—	89%	No
3	Arias & Associates, Inc.	–	–	–	–	–	—	84%	No

- **Awarding**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
1	Alliance Engineering Group, Inc.	–	–	–	–	–	—	96.33%

Contracts

Contract	Contract manager	Contracted value	Supplier	Category	Contract template	Start date	End date
Materials Testing - Expo Pavilion Project	Dianne West	$47,137	lliance nginee roup, nc.	Facilities	Williamson County Contract Template	Sep 17 2019	Sep 16 2020

Comments

No comments

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Alliance Engineering Group, Inc. ("Engineer")**
ADDRESS: **200 Mustang Cove, Taylor TX 76574**
PROJECT: **Construction Materials Testing, Observation and Inspection for the Expo Pavilion and Expo Concessions & Restroom Projects ("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 **Fourty-seven thousand, one hundred thirty-seven dollars ($47,137.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Dept
Attn: Dwayne Gossett, Project Manager
3101 SE 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:

Alliance Engineering Group, Inc.
Attn: Wayne A. Eddins, Managing Partner
200 Mustang Cove
Taylor, Texas 76574

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: Alliance Engineering Group, Inc.
200 Mustang Cove
Taylor, Texas 76574

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.

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 Gravel, Jr., County Judge

Date: _____ ____, 20____

ENGINEER

ALLIANCE ENGINEERING GROUP

By WAYNE A. EDDINS

Printed Name: _____

Title: PRESIDENT

Date: 8/19 ____, 20 19

SUBSCRIBED and sworn to before me the undersigned authority by Wayne A. Eddins _____ the President of **ENGINEER**, on behalf of said firm.

Terri L. Eddins
Notary Public in and for the
State of Texas

TERRI L EDDINS
Notary Public State of Texas
Comm. Expires 04-15-2020
Notary ID 8769807

My commission expires: April 15, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

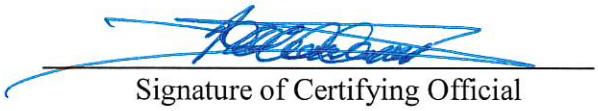
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

ALLIANCE ENGINEERING GROUP, INC
Name of Firm


Signature of Certifying Official

WAYNE A. EDDINS
Printed Name of Certifying Official

PRESIDENT
Title of Certifying Official

AUGUST 19, 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 Wayne A. Eddins the President of Alliance Engineering on behalf of said firm.

Terri L. Eddins

Notary Public in and for the
State of Texas

My commission expires: April 15, 2020

TERRI L EDDINS
Notary Public State of Texas
Comm. Expires 04-15-2020
Notary ID 8769807

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:
ALLIANCE ENGINEERING GROUP	Williamson County, Texas
By: _____	By: _____
Signature	Signature
WAYNE A. EDDINS	_____
Printed Name	Printed Name
PRESIDENT	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

July 31, 2019

Williamson County Commissioners Court
Attn: Mr. Dwayne Gossett
3151 SE Inner Loop
Georgetown, Texas 78626

Re: WILCO / Taylor Exposition Center Pavilion and East Concession & Restrooms
Taylor, Texas
Alliance Engineering Group Proposal No. P19-0711C

Dear Mr. Gossett:

The attached unit fee schedule and proposal for the construction observation and materials testing services on the Exposition Center Pavilion and East Concession and Restrooms building are attached for your review. The proposed scope of work, type and frequency of testing were based upon a review of the project plans and specifications dated May 24, 2019 and the Balcones Geotechnical Soils Report dated September 9, 2015.

This proposal does not include **re-testing or re-inspections required due to work or materials found to be non-compliant with the project plans and specifications**. If errors and/or omissions in the type and/or frequency of the observation and testing services are noted, please advise the undersigned at the earliest opportunity so that adjustments can be made to the scope and subsequent fees for the actual anticipated services needed.

We appreciate the opportunity to present this information for your consideration and look forward to an opportunity to be of service.

Respectfully,

Alliance Engineering Group, Inc.
TBPE Firm No. 11290

Wayne A. Eddins
Managing Partner

Dist: Williamson County – Mr. Dwayne Gossett

WAE/hk

z;data/documents/proposals/CMT/2019/P190711C/Proposal/Cover.doc

AASHTO ACCREDITATION PROGRAM

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

Project Name: Exposition Center Pavilion and East Concession Building
Proposal No.: P19-0711C
Estimated Budget: $47,137.00
Date: July 31, 2019

I CONCESSION STAND EARTHWORK

(Estimate 2,700 sf plus 5' overbuild)
(Estimate 11 Trips for density testing and 1 trip for proctor sampling)
(Estimate Min. 2 Hrs. & 3 Density Tests / Trip)

2	Moisture/Density Relationships (TEX 113-E)	@	$300.00	/test	$	600.00	
2	Moisture Content Tests (TEX 103-E)	@	$20.00	/test	$	40.00	
2	Atterberg Limits (TEX 104-E, TEX 106-E)	@	$80.00	/test	$	160.00	
2	Sieve Analysis (TEX 110-E, Pt. 1)	@	$50.00	/test	$	100.00	
2	Sample Preparation (TEX 101-E)	@	$50.00	/sample	$	100.00	
33	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	660.00	
12	Vehicle Charges	@	$40.00	trip	$	480.00	
24	NICET Certified Technician Reg. Hours	@	$48.00	/hour	$	1,152.00	
5	Administration Hours	@	$48.00	/hour	$	240.00	
13	Project Manager Report Review	@	$30.00	/report	$	390.00	
4	Project Manager Hours	@	$95.00	/hour	$	380.00	
				Sub-Total	**$**	**4,302.00**	$4,302.00

II CONCESSION STAND CONCRETE / REINFORCING STEEL INSPECTIONS

(Estimate 1 Slab on Ground placement and 2 Miscellaneous Site Concrete Placements)
(Estimate three sets of 4 cylinders each)

12	Concrete Cylinders	@	$18.00	/each	$	216.00	
15	ACI Certified Tech. Reg. Hours (Casting & Sample p/up)	@	$48.00	/hour	$	720.00	
5	Reinforced Concrete Certified Tech (Reinforcing Steel Insp.)	@	$48.00	/hour	$	240.00	
6	Vehicle Charges (including cyl. p/up)	@	$40.00	trip	$	240.00	
2	Administration Hours	@	$48.00	/hour	$	96.00	
2	Project Manager Hours	@	$95.00	/hour	$	190.00	
6	Engineering Oversight/Report Review	@	$30.00	/report	$	180.00	
				Sub-Total	**$**	**1,882.00**	$1,882.00

III CONCESSION STAND CMU / MORTAR & GROUT

(Estimate 10 Placements @ 3 Hrs. / Placement)

30	NICET Certified Technician Density Testing	@	$48.00	/hour	$	1,440.00	
30	2' x 2' Mortar Cubes	@	$18.00	/each	$	540.00	
20	Grout Prisms	@	$18.00	/each	$	360.00	
12	Vehicle Charges	@	$40.00	trip	$	480.00	
5	Administration Hours	@	$48.00	/hour	$	240.00	
2	Project Manager Hours	@	$95.00	/hour	$	190.00	
10	Engineering Oversight/Report Review	@	$30.00	/report	$	300.00	
				Sub-Total	**$**	**3,550.00**	$3,550.00

Concession Stand / Restroom Total **$9,734.00**

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- CONSTRUCTION MATERIALS TESTING

IV PAVILION EARTHWORK (Estimate 50,095 sf including Overbuild)

(Estimate 5 Feet of Removal and Replacement for Slab on Ground and 20 fdt / lift
(Estimate 50,000 sf of 15" Thick Flexible Base Material - 3 lifts)
(Estimate 15,000 sf Asphalt Pavement w/ 15" Flexible Base)
(Estimate 17 Trips for density testing and 3 trips for proctor sampling)

3	Moisture/Density Relationships (TEX 113-E)	@	$300.00	/test	$	900.00	
3	Moisture Content Tests (TEX 103-E)	@	$250.00	/test	$	750.00	
3	Atterberg Limits (TEX 104-E, TEX 106-E)	@	$10.00	/test	$	30.00	
3	Sample Preparation (TEX 101-E)	@	$50.00	/sample	$	150.00	
350	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	7,000.00	
20	Vehicle Charges	@	$40.00	trip	$	800.00	
80	NICET Certified Technician Reg. Hours	@	$48.00	/hour	$	3,840.00	
12	Administration Hours	@	$48.00	/hour	$	576.00	
34	Project Manager Report Review	@	$30.00	/report	$	1,020.00	
6	Project Manager Hours	@	$95.00	/hour	$	570.00	
				Sub-Total	**$**	**15,636.00**	$15,636.00

V PAVILION CONCRETE / REINFORCING STEEL INSPECTION

(Estimate 10 Footing Reinforcing steel and concrete placements @ 3 hrs. & 4 cyls. each)
(Estimate 4 Slab on Ground placements @ 350 cy, 8 hours & 16 cylinders each)
(Estimate 4 Slab on Ground Reinforcing Steel Inspections @ 4 hours each)
(Estimate 10 Miscellaneous Placements; sidewalks, ret. Wall, manure pad, repairs, etc. @ 3 hrs. & 4 cyls. Each)

104	Concrete Cylinders	@	$18.00	/each	$	1,872.00	
78	ACI Certified Tech. Reg. Hours (Casting & Sample p/up)	@	$48.00	/hour	$	3,744.00	
16	Reinforced Concrete Certified Tech (Reinforcing Steel Insp.)	@	$48.00	/hour	$	768.00	
30	Vehicle Charges (including cyl. p/up)	@	$40.00	trip	$	1,200.00	
14	Administration Hours	@	$48.00	/hour	$	672.00	
5	Project Manager Hours	@	$95.00	/hour	$	475.00	
38	Engineering Oversight/Report Review	@	$30.00	/report	$	1,140.00	
				Sub-Total	**$**	**9,871.00**	$9,871.00

VI PAVILION CMU / MORTAR & GROUT
(Estimate 15 Placements @ 3 Hrs. / Placement Including Reinforcing Steel Insp.)

45	NICET Certified Technician Density Testing	@	$48.00	/hour	$	2,160.00	
45	2' x 2' Mortar Cubes	@	$18.00	/each	$	810.00	
60	Grout Prisms	@	$18.00	/each	$	1,080.00	
30	Vehicle Charges (including sample pick up)	@	$40.00	trip	$	1,200.00	
5	Administration Hours	@	$48.00	/hour	$	240.00	
5	Project Manager Hours	@	$95.00	/hour	$	475.00	
45	Engineering Oversight/Report Review	@	$30.00	/report	$	1,350.00	
				Sub-Total	**$**	**7,315.00**	$7,315.00

ALLIANCE ENGINEERING GROUP, INC.

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- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

VII PAVILION STRUCTURAL STEEL WELDING/BOLTING INSPECTIONS (Periodic - as scheduled)
(Estimate 5 Trips to the site, 6 hours per trip)

40	CWI Hours		@	$95.00	/hour	$	3,800.00	
5	Vehicle Charges (Sub-Consultant)		@	$75.00	/trip	$	375.00	
2	Administration Hours		@	$48.00	/hour	$	96.00	
2	Project Manager Hours		@	$95.00	/hour	$	190.00	
4	Engineering Oversight/Report Review Hours		@	$30.00	/report	$	120.00	
					Sub-Total	**$**	**4,581.00**	$4,581.00

Pavilion Total	**$37,403.00**
Grand Total	**$47,137.00**

NOTES:

1. Overtime rates of 1.25 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
3. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
4. Project Engineer to review/evaluate/sign and seal reports will be billed at 0.2 hours per report issued @ $80/Hr.
5. Additional tests not specified in this proposal will be quoted upon request.
6. **This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.**
6. An additional charge will be made for shop inspections made outside of Travis and Williamson Counties. A per diem charge of $120.00 will be charged for any inspections that will require an overnite stay.

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- CONSTRUCTION MATERIALS TESTING

WILLIAMSON COUNTY EXPO CENTER PAVILION & EAST CONCESSION/RESTROOMS			
Personnel	***Unit***	***Reg. Hr. Rate***	***O.T. Rate***
Principal	*Hr.*	$ 195.00	
Senior Professional Engineer	*Hr.*	$ 195.00	
Professional Engineer	*Hr.*	$ 130.00	
Project Manager	*Hr.*	$ 95.00	
Laboratory Manager	*Hr.*	$ 95.00	
Engineer In Training (E.I.T.)	*Hr.*	$ 85.00	
Certified Welding Inspector (CWI)	*Hr.*	$ 85.00	
TxDOT Level I-A	*Hr.*	$ 56.00	$ 70.00
TxDOT Level 1-B	*Hr.*	$ 56.00	$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	*Hr.*	$ 48.00	$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	*Hr.*	$ 48.00	$ 60.00
Administrative Assistant	*Hr.*	$ 48.00	
Project Engineer - Report Review	*Rept.*	$ 30.00	
Vehicle Charge	*Trip*	$ 40.00	
Vehicle Charge (also CWI Sub. Per trip)	*Day*	$ 75.00	
Testing Services - Soils	***Unit***	***Unit Rate***	
Moisture Content (Tex 103-E)	*Ea.*	$ 20.00	
Tex 114-E Proctor	*Ea.*	$ 250.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	*Ea.*	$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	*Ea.*	$ 80.00	
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	*Ea.*	$ 75.00	
In-Place Density Tests (Tex 115-E)	*Ea.*	$ *20.00*	
Hydrometer Analysis (AASHTO T-88)	*Ea.*	$ 300.00	
Soil pH (Tex 128-E)	*Ea.*	$ 50.00	
Permeability of Soil	*Ea.*	$ 375.00	
Linear Bar Shrinkage	*Ea.*	$ 75.00	
Testing Services - Concrete	***Unit***	***Unit Rate***	
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	*Ea.*	$ 80.00	
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	*Ea.*	$ 80.00	
Unit Weight (Tex 404-A)	*Ea.*	$ 75.00	
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	*Ea.*	$ 75.00	
Organic Impurities in Fine Aggregate (Tex 408-A)	*Ea.*	$ 85.00	
Los Angeles Abrasion Test (Tex 410-A)	*Ea.*	$ 350.00	
Concrete Cylinder Compressive Strength (Tex 418-A)	*Ea.*	$ 18.00	
Concrete Flexural Beam Strength Test (Tex 419-A)	*Ea.*	$ 25.00	
2" x 2" Mortar Cubes	*Ea.*	$ 18.00	
3.25" x 6.25" Grout Prisms	*Ea.*	$ 18.00	
CMU Block Prism Testing	Ea.	$ 450.00	

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Testing Services - Hot Mixed Asphaltic Concrete (HMAC)	***Unit***	***Unit Rate***
Sample Preparation	Ea.	$ 50.00
Gradation (Tex 210-F, Part 1 & 2)	*Ea.*	$ 200.00
Hamburg Wheel (Tex 242-F)	*Ea.*	$ 600.00
Extraction/Gradation (Tex 236-F)	*Ea.*	$ 250.00
Mixing (Tex 205-F)	*Set of 3*	$ 75.00
HVEEM Stability (Tex 207-F, Tex 208-F)	*Set of 3*	$ 50.00
Laboratory Molded Density (Tex 207-F, Part1)	*Set of 3*	$ 45.00
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	*Ea.*	$ 60.00
Thickness (Tex 140-E)	*Ea.*	$ 50.00
% Air Voids - In Place	*Ea.*	$ 75.00
% Theoretical Density - In Place	*Ea.*	$ 75.00
Moisture Content (Tex 212-F)	*Ea.*	$ 25.00
Coring Rig / Core Bit Charge	*Ea.*	$ 175.00
6" ϕ Core Including Patching & Sample Prep up to 6" Thick	*In.*	$ 90.00
6" Φ Core Including Patching & Sample Prep from 6" to 10" Thick	*In.*	$ 105.00
3" Φ Core(Per Inch)	*In.*	$ 5.00
4" Φ Core(Per Inch)	*In.*	$ 6.00
6" Φ Core(Per Inch)	*In.*	$ 8.00

Laboratory Testing Services - Flexible Base Material	***Unit***	***Unit Rate***
Tex 113-E Proctor	*Ea.*	$ 300.00
Sample Preparation (Tex 101-E)	*Ea.*	$ 50.00
Atterberg Limits	*Ea.*	$ 75.00
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	*Ea.*	$ 50.00
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	*Ea.*	$ 80.00
Moisture Content (Tex 103-E)	*Ea.*	$ 20.00
Thickness (Tex 140-E)	*Ea.*	$ 50.00
Wet Ball Mill Test (Tex 116-E)	*Ea.*	$ 300.00
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	*Ea.*	$ 2,400.00

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CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session **20.**

Meeting Date: 09/17/2019

FLORENCE YARD FUEL EXCEL SYSTEM WORK

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 Excell Fueling Systems to provide installation and other services at the Florence Road and Bridge Yard per the terms of the BuyBoard Contract #590-19 in the amount of $9,775.00 and authorizing execution of the agreement.

Background

This agreement is to provide installation of a trench for new fuel tanks to meter loop, install conduits and sub-panel, supply enclosure for Veeder-root, build electrical rack, pull wire and make operational. Department point of contact is Bob Lubecker. Funding Source P471.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CONTRACT

QUOTE

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	09/11/2019 05:18 PM
Purchasing (Originator)	Randy Barker	09/11/2019 05:19 PM
Purchasing (Originator)	Randy Barker	09/12/2019 11:30 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:41 AM
Form Started By: Andrew Portillo		Started On: 09/11/2019 09:14 AM
Final Approval Date: 09/12/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR
FUEL SYSTEM WORK
FLORENCE YARD
(BuyBoard #590-19)

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 Excell Environmental, Inc. dba **Excell Fueling Systems, (hereinafter "Service Provider")**, P.O. Box 1675, Buda, TX 78610 (ph. 512-280-5230). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project: **As described in the attached Statement of Work/Proposal, dated August 12, 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 $9,775.00.**

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 Statement of Work/Proposal, dated August 12, 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:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2019

SERVICE PROVIDER:

_____
Authorized Signature

Susan Rollins, President
Printed Name

Date: September 9, 2019

Exhibit(s)
Statement of Work/Proposal dated August 12, 2019

EXCELL FUELING SYSTEMS

August 12, 2019

Bob Lubecker
Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
O: 512-943-1625
C: 815-341-6271

Re: Florence yard.
Scope of services for site prep Buy Board Vendor 3616 contract # 590-19:

- Trench from fuel tanks to meter loop. Install (2) new ¾" conduits with rigid ends.
- Supply NEMA 4X enclosure for Veeder-root. Build/ install Electrical rack for Veeder-root.
- Install Above ground conduits for fuel system.
- Connect ATG to FMU.
- Install new sub-panel at existing rack.
- Pull wire and make operational.

Total Bid $ 9,775.00

This quote is good for 30 days only

Commissioners Court - Regular Session **21.**

Meeting Date: 09/17/2019

Vegetation Clearing & Hauling at Florence Road & Bridge Yard

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 Red & White Greenery, Inc. to provide clearing and hauling services in the amount of $3,535.00 and authorizing execution of the agreement.

Background

This agreement is to provide service of clearing vegetation at least 7 feet outside of the fence at Florence Road & Bridge Yard to facilitate putting in new fencing and hauling off debris. Department point of contact is Bob Lubecker. Funding Source P471.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract/quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	09/11/2019 05:18 PM
Purchasing (Originator)	Randy Barker	09/12/2019 11:32 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:42 AM
Form Started By: Andrew Portillo		Started On: 09/11/2019 09:28 AM
Final Approval Date: 09/12/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
VEGETATION CLEARING & HAULING
(Florence R&B Yard)

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 **Red & White Greenery, Inc.** (hereinafter "Service Provider"), P.O. Box 126, Georgetown, TX 78627. 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 5, 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 $3,535.00.00.**

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 5, 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:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2019

SERVICE PROVIDER:

_____
Authorized Signature

Jason Fuller
Printed Name

Date: 9/09/___, 2019

Exhibit(s)
Quotation, dated September 5, 2019

RED & WHITE GREENERY, INC.

P. O. BOX 126
GEORGETOWN, TX 78627

Estimate

Date	Estimate #
9/5/2019	962610

Name / Address	Ship To
Williamson County Christi Stromberg 3101 SE Inner Loop Georgetown, TX 78626	Florence Road & Bridge Yard Attn: Bob Lubecker 1100 FM 970 Florence, Texas

Description	Total
Clear the vegetation at least 7' outside of the fence to facilitate putting in new fencing. Haul off the resulting debris.	3,535.00

Thank you for your business!!

Subtotal	$3,535.00
Sales Tax (8.25%)	$0.00
Total	$3,535.00

Commissioners Court - Regular Session **22.**

Meeting Date: 09/17/2019

Temporary Exception to Janitorial Contract Bid

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 to authorize a temporary exception to competitive bidding requirements for procurement of janitorial services pursuant to Tex. Loc. Gov't Code § 262.024(2) ("public health or safety") and § 262.024(3) (potential "unforeseen damage to public property") in order to allow adequate time to complete procurement evaluation for RFP1978 for Janitorial Services and give Facilities Department additional time for contract management, including the need to address a transition period, if necessary. Request for exception to bidding is proposed until end of current calendar year (December 31, 2019) with recommendation for new contract term to start January 1, 2020 through the end of FY2021(September 30, 2021).

Background

Due to the ongoing Janitorial Services contract RFP process, it is necessary to extend the existing Janitorial Contract to prevent a gap in service for County facilities.

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	09/11/2019 12:01 PM
Form Started By: Gina Wrehsnig		Started On: 09/11/2019 11:07 AM
Final Approval Date: 09/11/2019		

Commissioners Court - Regular Session **23.**

Meeting Date: 09/17/2019

Reject proposals for 1907-335 RFP Fire and Safety Inspection, Testing and Maintenance Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on rejecting all submittals for RFP 1907-335 Fire and Safety Inspection, Testing and Maintenance Services and request that information related to competition be exempted pursuant to Texas Government Code 552.104.

Background

Williamson County received 3 proposals for RFP 1907-335 but only 1 was determined to be responsive. The RFP was viewed by 34 suppliers. It is the recommendation of the Facilities Department that we reject all submissions in order to obtain a greater number of proposals that would serve in the best interest of the county. An exemption is requested Pursuant to Government Code Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. Christy Stromberg and Shantil Moore are the point of Contact and Funding Source line item(s) Testing 100-509-4500 & Maintenance/Repair 100-509-4510 was submitted for FY2020 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP Packet 1907-335

Rejection Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2019 11:41 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:44 AM
Form Started By: Johnny Grimaldo		Started On: 09/12/2019 07:39 AM
Final Approval Date: 09/12/2019		

Solicitation 1907-335

Fire and Safety Inspection, Testing, Maintenance, and Repair Services

Bid Designation: Public

Williamson County, Texas

Bid 1907-335
Fire and Safety Inspection, Testing, Maintenance, and Repair Services

Bid Number	1907-335
Bid Title	Fire and Safety Inspection, Testing, Maintenance, and Repair Services
Bid Start Date	In Held
Bid End Date	Aug 19, 2019 3:00:00 PM CDT
Question & Answer End Date	Aug 15, 2019 4:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-**943**-1553 johnny.grimaldo@wilco.org
Contract Duration	**2 years**
Contract Renewal	4 annual renewals
Prices Good for	**365 days**
Pre-Bid Conference	**Aug 8, 2019 10:45:00 AM CDT** **Attendance is mandatory** **Location: Williamson County** **Purchasing Dept** **100 Wilco Way, Suite P101** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualified contractors to provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems testing, inspection, and maintenance services at each Williamson County facility listed in this RFP.**

Item Response Form

Item	**1907-335--01-01 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please attach all documents to this line

Proposal References

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

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1907-335
Fire and Safety Inspection, Testing, Maintenance, and Repair Services

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 19, 2019 3:00:00 PM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Aug 19, 2019 3:00:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

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

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

General Information:

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

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

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

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

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

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

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

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

PROPOSAL AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

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

Cooperative Purchasing Program

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

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

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

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

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

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

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

Please provide your Proposal response using:

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

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

C. Single-sided printing.

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

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

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

Each Proposal should be organized in the manner described below:

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

B. Table of Contents.

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

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

E. Price Sheet.

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

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

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

2.3 TRANSMITTAL LETTER

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

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

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

C. Place of incorporation or organization, if applicable.

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

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

F. The Respondent's Federal Employer Identification Number.

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

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

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

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

2.4 EXECUTIVE SUMMARY

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

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

the Proposal.

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

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

2.5 CONFLICT OF INTEREST

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

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

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

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

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

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

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

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

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

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

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

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

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

A Respondent must:

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

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

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

D. Have the form notarized.

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

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

2.7 PROPOSAL AFFIDAVIT

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

2.8 PROPOSAL SUBMITTAL DEADLINE

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

2.9 ETHICS

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

2.10 DELIVERY OF PROPOSALS

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

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

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

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

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

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

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF RESPONDENT

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

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

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

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

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

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

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

3.5 ASSUMED BUSINESS NAME

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

3.6 ECONOMY OF PRESENTATION

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

3.7 REJECTION OR ACCEPTANCE

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

3.8 PROPOSAL OBLIGATION

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

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.10 EVALUATION

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

3.11 WITHDRAWAL OF PROPOSAL

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

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

3.12 RESPONSIBILITY

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

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

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

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

3.15 REFERENCES

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

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

   2. The Respondent's Proposal.

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

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

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

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 PROPOSAL PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

Georgetown, Texas 78626

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

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

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

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

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

4.32 CONTRACTUAL DEVELOPMENT

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

4.33 ENTIRE AGREEMENT

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

4.34 SURVIVABILITY

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

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

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

4.35 PAYMENT

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

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

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

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

As a minimum, invoices shall include:

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

B. The County Contract, Purchase Order.

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

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

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

Payment inquiries should be directed to the following address:

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

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

4.37 LEGAL LIABILITY INFORMATION

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

4.38 CONFIDENTIALITY

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

4.39 INCLEMENT WEATHER

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

4.40 AIR QUALITY

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

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

4.41 COOPERATIVE PURCHASING PROGRAM

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

4.42 CONFIDENTIALITY

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

Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78633

Request for Proposal
Fire and Safety
Inspection, Testing, Maintenance, and Repair Services for
Williamson County, Texas

Attachment A –
Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services

RFP # 1907-335

Williamson County Fire and Safety
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Proposal Information:

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Williamson County Fire and Safety
Inspection, Testing, Maintenance, and Repair Services
STATEMENT OF WORK

1) **PURPOSE:**

a) Contractor shall provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems testing, inspection, and maintenance services at each Williamson County facility listed in Attachment B – Williamson County Premises, Equipment List and Device Counts, attached hereto and incorporated herein for all purposes. The systems listed in Attachment B – Williamson County Premises, Equipment List and Device Counts are representative of the known systems in each facility and may or may not be all inclusive; however, Contractor shall be responsible for inspection and testing of all systems at each premise whether listed or not.

2) **CONTRACT TERM:**

A. Services shall be for a period beginning on or after October 1, 2019 and shall expire on or before September 30, 2021.

If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

3) **INSURANCE REQUIREMENTS:**

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

(1) Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.** All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

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

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

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

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

(1) Worker's Compensation in accordance with statutory requirements.

(2) Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

(3) Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.

(4) Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

c) **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.

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

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

f) **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.

g) **Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

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

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

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

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

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

ii) 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.

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

4) **INQUIRIES:**

a) The sole point of contact for inquiries concerning this solicitation is:
(a) Williamson County Purchasing Specialist – Johnny Grimaldo, CPPB
(b) Desk Phone Number: 512-943-1553
(c) Email address: johnny.grimaldo@wilco.org
(d) Subject: RFP Williamson County Fire and Safety

b) All communications relating to this solicitation shall be directed to the Williamson County contact person named above. All other communications between a respondent and Williamson County agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the Williamson County point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

5) **TECHNICAL CONTACT**:

a) Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

6) **EXAMINATION OF PREMISES:**

a) Contractor shall be held to have examined all Williamson County premises at which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during any project.

b) **Pre-Proposal Conference** is scheduled for:

i) Date: **Thursday, August 8th, 2019**
ii) Time: **9:30 am**
iii) Address:
Georgetown Annex
Room: Purchasing Training Room – P104A
100 Wilco Way
Georgetown, TX 78633

iv) Attendance at the one (1) scheduled pre-proposal conference is **MANDATORY**. **Only those Respondents whose names and represented firms are on the pre-proposal conference sign-in sheet shall be allowed to submit a response.** Please do not be late to the pre-proposal conference. Any attendee that arrives more than 10 minutes late will be denied entry. Attendees are encouraged to bring their own copy of this RFP document and attachments, as a limited number of hardcopies will be available at the Pre-Proposal conference.

v) A **MANDATORY** jobsite walkthrough of the Williamson County premises will be conducted after each pre-proposal conference. Respondents shall be prepared to drive to the following Williamson County premises and complete the mandatory walkthrough with the Williamson County Contract Administrator or designee and Facility escort. **Only those Respondents whose names and represented firms are on the mandatory walkthrough acknowledgement sheets shall be allowed to submit a response.**

(1) **Juvenile Justice Center – 200 Wilco Way, Georgetown, TX**
   (a) **Walkthrough** – **Thursday, August 8th** @ 10:45 AM - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Contract Administrator or designee. Open parking available in the parking lot to the North-east of the Justice Center.

(2) **Emergency Service Operation Center (ESOC) – 911 Tracy Chambers Ln, Georgetown, TX**

   (a) **Walkthrough** – **Thursday, August 8th** @ 11:30 AM

   (b) **Parking and Staging -** Walkthrough provided by Williamson County Contract Administrator or designee. Open parking available in the parking lot in front of ESOC facility. Respondents shall be required to complete show valid driver's license and complete security form before gaining access to be escorted through the building.

(3) **Justice Center – 405 MLK, Georgetown, TX**

   (a) **Walkthrough** – **Thursday, August 8th** @ 12:45 PM

   (b) **Parking and Staging** - Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Contract Administrator or designee. Open parking available in the parking lot to the North-east of the Justice Center. Respondents shall be required to pass thought metal detection system.

(4) **Sheriff Office and Jail – 508 South Rock Street, Georgetown, TX**

   (a) **Walkthrough** - **Thursday, August 8th** @ 1:45 PM

   (b) **Parking and Staging -** Walkthrough shall begin directly after completion of Pre-Proposal Conference with the Williamson County Facilities Maintenance supervisor and Williamson County Contract Administrator or designee. Open parking available in the parking lot to the South-east of the Sheriff Office Administration.

(5) **CTTC – 601 N Alligator Road, Granger, TX**

   (a) **Walkthrough** - **Thursday, August 8th** @ 3:30 PM

   (b) **Parking and Staging -** Walkthrough shall begin directly after completion of Pre-Proposal Conference with the CTTC Maintenance supervisor and Williamson County Contract Administrator or designee. Open parking available in the parking lot near entrance of building available.

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7) **ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:**

a) Access to following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives who will be required to provide inspection, testing, and maintenance services for fire alarm and related systems service at the following restricted and escorted facilities prior to or at time of service being performed under this contact. Facilities under this requirement include, but not limited to:

i) Detention Center, Jail, Treatment and ESOC Premises:
(1) JJC
(2) SO/Jail
(3) CTTC
(4) ESOC
(5) CJIS Areas

b) Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
i) A photocopy of valid Government Issued Identification
ii) Company Identification

c) Upon entering and leaving any Williamson County premises, Contractor's service representative will be required to sign in and out at receptionist desk or with the Authorized facility personnel.

d) Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized facility personnel or designee.

e) Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises, and should attempt to become familiar with all applicable procedures.

8) **CONTRACT ADMINISTRATION RESPONSIBILITY:**

a) Williamson County shall provide a designated "Contract Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.

b) Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
i) Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.

c) Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.

i) Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.

ii) Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:

(1) Discover, discuss and/or reject unacceptable work;
(2) Discover and discuss work not in accordance with the Contract;
(3) Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

iii) Contractor agrees to conduct all services under this Contract by and through appropriate communications with the Contract Administrator. No work, installation or other services shall be undertaken by Contractor except with the prior written direction of the Contract Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson

County's Contract Administrator or designee is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense. Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this Contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this Contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contract Administrator or designee.

iv) Contractor agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

d) **PROGRAM EVALUATION**:

i) Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes as are necessary.

ii) Contractor shall take prompt action to correct all identified deficiencies.

E) **SCOPE OF WORK CHANGES**:

i) Williamson County Contract Administrator of designee shall make changes within the scope of this contract at any point in time.

ii) Any change must be asserted within 30 business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).

iii) Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.

iv) Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s) at the same rate quoted in the contract for the same model product or service.

v) Service locations added to this contract will be in Williamson County.

9) **SCHEDULES:**

a) The schedules for all inspections and testing shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior to an inspection and any associated testing, and may only be altered at the discretion of the Contract Administrator or designee.

b) All testing and maintenance shall be conducted during established business hours at or after 6 am., on weekends, or on approved Williamson County Holidays.

c) Visual inspections, testing, or maintenance that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

d) Service Hours: Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 7:00 am and 6:00 pm unless

other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

e) Business Hours at a minimum, shall be work performed between 7:00 am and 6:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

f) After Hours Service shall be work performed after 6:00 pm and before 7:00 am.

g) Weekend and Holiday shall be work performed during Saturday, Sunday or during any Williamson County holiday.

h) Williamson County Holidays: Holidays observed by Williamson County are listed at http://www.wilco.org/Residents/County-Holidays or by obtaining a list from the Williamson County Contract Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

10) **INSPECTIONS AND TESTS:**

a) **STAFF REPORTING CONSISTENCY:** Contractor shall familiarize personnel providing services under this contract with all Williamson County premises. Contractor shall maintain premises address, know where to park, access issues, equipment locations, valve locations, wiring rungs, repair history – just to name a few; are all necessary to ensure there are no hindrances to the Contractor. Additionally, the Contractor shall make every effort not to burden Williamson County staff with having to escort Contactor personnel that have no knowledge about the building layout around the premises. Additionally, the Contractor shall make every effort possible to assign a technicians(s) on a consistent basis who will become familiar with the various sites and security requirements.

b) **TAG STATUS**: Contract Administrator or designee must be notified in writing of tag status upon discovery. A completed copy of service/inspection report(s) shall be furnished to the Contract Administrator or designee within 5 business days of inspection and testing.

c) **FIRE EXTINGUISHER:**

(1) Contractor shall perform annual inspection services in accordance with current NFPA 10 standards., Federal, State, and Municipal codes, rules, regulations and ordinances.

(2) Contractor shall perform the following on all extinguishers annually at each designated location within each of the premises under this contract:

(a) Visual inspection;
(b) Hydrostatic/maintenance testing;
(c) Weighing;
(d) Visual inspection of pressure gauges;
(e) Removal or replacement of tamper seals and safety pull pins (tamper seals shall be included in inspection fee);
(f) Cleaning and re-hanging extinguishers;
(g) Review extinguisher placement, size and type;

(h) Complete and attach new inspection tag; and
(i) Identify any repairs needed for placement cabinets.

ii) Contractor shall contact Contract Administrator or Designee while on premises of all “non-compliance” extinguishers.

iii) Contractor shall review and provide Contract Administrator or designee up-to-date floor plans identifying placement of fire extinguishers.

d) **FIRE ALARM SYSTEM:** Including, but not limited to, fire suppression systems and back flow testing, and inspection. This shall also include kitchen hood suppression systems.

i) Smoke detectors sensitivity testing shall be performed on a biannual basis, starting in the first quarter of contract award.

II) **Contractor Requirements:**

(a) Individual building fire alarm systems shall be inspected in accordance with the applicable codes that were in effect at the time of system installation including but not limited to the NFPA Codes and Standards for the applicable component being tested. Inspections shall be conducted in accordance with the requirements of Chapter 14, Inspection, Testing, Maintenance, of the current edition of NFPA 72, National Fire Alarm and Signaling Code, and current edition of NFPA 1221, Standards for the Installation, Maintenance, and Use of Emergency Services Communications systems.

(b) Inspections will include verification of transmission of all alarm, trouble and supervisory signals to Williamson County monitoring stations or fire alarm systems that transmit full point reporting and/or graphics to Williamson County’s monitoring stations, Contractor shall verify transmission of each individual point to Williamson County’s monitoring stations and verify that the alphanumeric point description transmitted to Williamson County’s monitoring stations and the graphic representation at Williamson County monitoring station is in agreement with the alphanumeric point description registered at the fire alarm control panel in the applicable building.

(c) All inspection forms utilized in this contract shall meet the minimum requirements as specified in NFPA Fire Protection Systems, current edition, Inspection, Test, and Maintenance manual.

(d) All supplies, materials, and chemicals shall be new or unused, except if otherwise agreed upon by Contract Administrator or designee of specific materials that may be reused.

(e) Contractor shall perform the work in a way to minimize disruption to the normal operations of building tenants. Upon completion of work, the Contractor is responsible for cleaning and removing from the Williamson County premises all debris, materials, and equipment associated with the work performed.

e) **WATER SUPPLY SYSTEMS:**

(1) Inspection and testing of the water supply are part of the inspection and testing program. Water supply system repairs shall be performed on a time and material basis.

(2) All equipment specified shall be inspected, tested, and repaired in accordance with NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

(3) Contractor shall notify the Contract Administrator that testing will be conducted and notify when testing is completed.

f) **FIRE SUPPRESSION SYSTEM:**

i) Contractor shall perform at minimum, annual inspections and test as recommended either monthly, quarterly, annually, semi-annually using the appropriate addition of NFPA standards see attachment B – Williamson County Premises & Device Counts.

ii) Contractor shall inspect and test systems to ensure the proper, efficient, reliable, and safe performance of all equipment. Work shall be in accordance with using the appropriate addition of NFPA or local codes, equipment manufactures' recommendations, and the specifications herein. Any federal or municipal codes, rules, or regulations shall prevail over the specifications listed herein.

(1) Contractor shall provide Contract Administrator or designee with a copy of applicable local regulations, if it is different than NFPA.

iii) Fire sprinkler testing may need to be performed outside of normal business hours, on weekends, or on Williamson County holidays. All inspections and testing shall be scheduled, coordinated, and approved with Contract Administrator or designee.

iv) Water leaks found in plumbing lines that serve a fire suppression system shall be noted for repair as a billable item, unless the leak is caused by the Contractor wherein repairs costs shall be incurred by the Contractor.

v) A discharge hose may be requested to be installed at all main drains and inspector test discharge lines during testing to prevent damage and erosion to site landscaping. Any damage to landscaping shall be the responsibility of the Contractor to repair at no additional cost to Williamson County. Should the Contractor find it necessary to make any repairs for landscape damage or erosion caused by the Contractor, the cost shall be deducted from monies owed to the Contractor.

vi) Check gauges on both sides of the check valve to determine the pressures are approximately equal.

vii) Unlock chains, if applicable, and exercise all control valves from full open to full close and return to full open. Lubricate stem during exercising. Tamper alarm should appear on main Fire Panel if installed.

viii) Open main drain valve for one full minute. Correlate flow pressure rating at main valve.

ix) All tests performed by the Contractor that triggers the building fire alarm system shall require disabling and enabling the fire panel, as not to disrupt building occupants. The fire suppression contractor shall not disable or enable a building fire alarm system.

g) **FIRE PUMPS:**

i) Contractor shall provide inspections and tests annually. All pumps are operated by electric motors. The Contractor shall be responsible for lubrication of the motor, but not repairs or replacement.

ii) All inspections, testing, and service of fire pumps systems shall be in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

iii) Notify Facilities Supervisor and/or designated staff member that testing will be conducted and notify when testing is completed.

iv) All Jockey pumps and main fire pumps will be inspected quarterly for leaks, corrosion and proper operation. Record start and stop pressures on Jockey and main pump during quarterly sprinkler inspection. Routine cleaning and adjustments of pump packing will be incorporated into the test and inspect cost and should be completed during the quarterly test.

v) Ensure all safety devices and relief valves are functioning properly during the quarterly sprinkler service.

vi) Lubricate pump motors and all associated valves annually.

vii) Perform fire pump flow test annually as specified in systems in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

viii) Clean up all water spills (wet floor signs shall be used for safety precautions).

ix) Complete and attach new inspection tag.

g) FIRE HOSE & STANDPIPE:

a. Contractor shall provide inspections and tests annually.

b. Contractor shall replace lined Precision Calibration and Tested (PCT) hose at minimum every five (5) years based on the manufacture date on the hose or at minimum current NFPA code requirement, whichever is smaller time frame and agreed upon by the Contract Administrator or designee.

c. Complete and attach new inspection tag to valve handle.

h) **PRE-ACTION SYSTEMS:**

i. Contractor shall perform inspection and test semi-annually.

ii. Test the deluge and pre-action systems semi-annually and trip test annually.

iii. Test Very Early Smoke Detector Apparatus (VERSDA) systems reporting directly to a pre-action panel shall be the responsibility of the Contractor as an all-inclusive service.

iv. Notify Contract Administrator or designee prior to conducting test and notify when testing has been completed.

v. All actuating devices shall be inspected and tested semi-annually. Check if alarm panel has been triggered. Alarm system contractor to be present during testing to ensure reporting to main fire panel and bypassing of building system devices.

vi. Check the low air pressure alarm for operations.

vii. Complete and attach new inspection tag or punch existing.

i) FIRE HYDRANTS:

a. Contractor shall provide inspection and test annually.

b. All Williamson County owned fire hydrants shall be marked in accordance with NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

c. All Williamson County owned fire hydrants will be inspected annually in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

d. Open each hydrant and flow for not less than 1 minute. After shutting down check for drainage. Hydrant should drain within 60 seconds.

e. Lubricate the operating nut, parking and thrust collar annually, to ensure the hydrant can be readily opened.

f. Underground water supply lines to the hydrant shall not be the responsibility of the Contractor.

j) **BACKFLOW PREVENTERS TESTING:**

i. Contractor shall provide inspections and tests annually unless otherwise specified in writing by the Contract Administrator or designee.

ii. Inspection and testing to all backflow preventers listed in Attachment B – Williamson County Premises & Device Counts shall be serviced in accordance with current Federal, State, and Municipal codes, rules, regulations, and ordinances.

iii. All inspections shall be performed only by persons who have a current and valid testers certification.

iv. Proof of certification(s) must accompany bid package.

v. All backflow preventers failing inspection and test should be noted for repair and re-tested at the request of the Contract Administrator or designee. Contract Administrator or designee should be notified within the same business day after the Contractor has tested and failed a backflow device. Contractor must obtain written request from Contract Administrator or designee for any repairs required.

vi. Purchase order shall be issued prior to beginning any billable work for repairs.

vii. Contactor must tag all backflow units that have passed any testing requirements. The tag is to be supplied by the contractor and must be weatherproof along with its attaching method. Additionally, the tag must depict the date of the test and the tester's initials.

viii. Contractor shall comply with all required reporting requirement by accurately completing and submitting all reporting forms to the appropriate entities (city/county/state/etc.) and email a courteous copy of the submitted document(s) along with date and time stamp the document(s) were successfully submitted to Contract Administrator or designee.

k) CLEAN AGENTS GAS SUPPRESSION SYSTEM:

i. Contractor shall perform inspection and test semi-annually.

ii. All inspections, testing, and service shall be in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

iii. Test the deluge and pre-action systems semi-annually and trip test annually.

iv. Notify Contract Administrator or designee prior to conducting test and notify when testing has completed.

v. Complete and attach new inspection tag that is permanently attached.

vi. A completed copy of the container inspection report shall be furnished to the Contract Administrator or designee within 5 business days if inspection and testing.

l) KITCHEN HOODS, DRY/WET CHEMICAL:

i. Inspect, testing, and cleaning kitchen hood systems in accordance with NFPA 17, 17A, and 96 or current enforceable codes.

ii. Complete inspections, testing, and service of each unit shall be performed semi-annually as scheduled by the Contract Administrator or designee.

iii. All cylinders are to be weighted and tagged in accordance with NFPA requirements. Fusible links and water wash automatic sprinkler heads shall be replaced annually and noted on the inspection report. All used fusible links and water wash automatic sprinkler heads replaced will be returned to the Contract Administrator or designee. Ensure nozzle caps do not have an accumulation of grease and are in place.

iv. All actuating devices will be inspected and tested semi-annually. Check if alarm panel has been triggered.

v. Ensure gas and electric are off during each test. Reset equipment to operational status upon completion.

vi. Perform hydrostatic tests on cylinders as required. Hydrostatic test due dates on all cylinders will be noted on the inspection forms. All inspection reports will be submitted to the Contract Administrator or designee with invoicing.

vii. Discharge of systems and repairs caused by negligence of the Contractor, its employees, servants, or agents will be at no cost to Williamson County.

m) LOW VOLTAGE SYSTEMS – INSPECTIONS AND TESTING

i) Inspections and / or testing Fire Alarm Systems will be performed as requested by Contract Administrator to ensure systems are working properly without defects upon request by the Contract Administrator, as stated in product maintenance and/or warranties, or as mandated by state and/or federal laws.

2) **MAINTENANCE AND REPAIRS:** Current edition NFPA standard shall be used for all maintenance and repairs. Requests for maintenance and repairs shall be made based on most current NFPA.

a) **RESPONSE TIMES:** Response time to all Business Hours repair service work shall be within four (4) hours on-site after Contractor receives request from Contract Administrator or designee, with the exception of an emergency request that occurs during Business Hours, which shall be two (2) hours.

i) **After hours and Weekends/Holiday** repair request shall have a four (4) hour response time, unless declared an emergency, then it shall be two (2) hours on site.

(a) The contractor shall be required to provide the Contract Administrator or designee with a twenty-four (24) hour toll free access to their staff via any communication system chosen by the Contract Administrator or designee.

ii) **RE-EXECUTION OF WORK:** Contractor shall re-execute any work that fails to conform to requirements of the contract. The contractor shall immediately remedy any defects due to faulty workmanship. Such re-execution of work shall be the sole responsibility of the contractor (including all associated cost).

iii) **RECORDS OF PROVIDED SERVICES:** Contractor shall maintain complete and accurate records required substantiating the services provided (including required part replacements) to Contract Administrator or designee. Such records shall, at a minimum, indicate the dates, times, and type of servicing performed. The contractor shall make all records available to the Contract Administrator or designee upon request at no additional cost. All such records shall become the property of Williamson County.

iv) **TAG STATUS**: Contract Administrator or designee must be notified in writing of tag status upon discovery.

b) **FIRE EXTINGUISHERS:** Contractor shall provide the Contract Administrator or designee replacement portable fire extinguishers of equal size and type should any contracted equipment require off site servicing. Contractor shall be responsible for providing the Contract Administrator or designee with the serial number of any fire extinguisher(s) removed from the site for repairs and / or any other reason.

i) Replacement fire extinguishers shall be supplied at no additional cost to the contract and shall remain available for use until all repairs have been completed and the contracted equipment is fully repaired, certified returned to appropriate location.

ii) All fire extinguishers shall be returned to their proper locations(s) prior to submission of invoice(s) for payment.

c) **FIRE SUPPRESSION SYSTEMS:**

i) Repairs shall be quoted and invoiced as time and materials.

ii) Contractor shall provide all labor, supervisions, parts, tools, equipment, transportation, and all effort necessary to perform said services in accordance with all NFPA or local codes and standards and the specifications herein. All repairs shall be billable with the exception of repairs required due to negligence on the part of the contractor or subcontractor.

iii) Contractor's technical staff shall be thoroughly trained and licensed on fire suppression systems and back flow repair and maintenance. **Copies of employee certification or completion of acceptable training on fire suppression system/back flow must accompany the bid package.**

iv) Contractor must have a valid State of Texas Contactors license for Fire Protection Systems and Backflow Systems. **Proof of licenses must accompany bid package.**

v) Contractor must have a valid State of Texas Contractors license for backflow prevention valves. Contract award shall be contingent upon the successful Contactor either holding one of the current licenses or obtaining one within a negotiated time frame after award.

vi) Contractor's service vehicles shall carry sufficient supply of repair parts and equipment to perform routine fire suppression service and repairs. The Contractor shall have a local shop and/or warehouse that stock parts to keep their vehicles supplied daily.

d) **FIRE SPRINKLER SYSTEMS:**

i) Repairs shall be quoted and invoices as time and materials.

ii) Work shall be in accordance with NFPA and/or local codes, equipment manufacture's recommendations, and the specifications herein. Any federal or municipal codes, rules, and/or regulations shall prevail over the specifications listed herein.

iii) Water leaks found in plumbing lines that serve a few suppression systems shall be repaired as a billable item, unless leak is caused by the Contractor wherein repairs costs shall be incurred by the contractor.

e) **FIRE PUMP:**

i) Repairs shall be quoted and invoices as time and materials.

ii) All service of fire pumps systems shall be in accordance with current NFPA, Federal State, and Municipal codes, rules, regulations and ordinances.

f) **FIRE HOSE AND STANDPIPE:**

i) Repairs and Replacements shall be quoted and invoices as time and materials.

ii) Each standpipe and hose cabinet with lined Precision Calibration and Tested (PCT) hose is to be serviced using the current NFPA codes.

iii) Contractor shall replace lined PCT hose at minimum every five (5) years based on the manufacture date on the hose or at minimum current NFPA code requirement, whichever is smaller time frame and agreed upon by the Contract Administrator or designee.

(1) Contract Administrator or designee may request the Contractor to replace a hose cabinet that is worn, vandalized, or damaged due to rust or corrosion. Replacement of hose cabinet shall be quoted and invoiced as time and material.

iv) Replace all missing break bars and chains on locking-type glass front cabinets, and ensure door is operating properly. Parts missing shall be quoted and invoiced as time and materials.
(1) Contractor shall notify the Contract Administrator or designee prior to replacement and obtain approval before replacing the parts.

v) Replace any missing or inoperable nozzles with plastic fog type units. Missing nozzles shall be quoted and invoiced as a time and materials.
(1) Notify the Contract Administrator or designee prior to replacement and obtain approval before replacing the parts.

vi) Install new gasket, if needed or requested by the Contract Administrator or designee, in female hose fittings.

vii) Complete and attach new inspection tag to valve handle.

g) **PRE-ACTION SYSTEMS:**

i) Repairs shall be quoted and invoiced as time and materials.

ii) Any Very Early Smoke Detector Apparatus (VERSDA) systems reporting directly to a pre-action panel shall be the responsibility of the Contractor as an all-inclusive service.

iii) Contractor shall supply replacement parts (i.e. filters, etc), calibrations, and any preventive maintenance required to maintain system to manufacturer's specifications or current codes or laws.

iv) Notify Contract Administrator or designee of repairs and maintenance issues that are needed.

h) **FIRE HYDRANTS:**

i) Repairs shall be quoted and invoiced as time and materials.

ii) All Williamson County owned fire hydrants shall be serviced in accordance with current NFPA, Federal, State, and Municipal codes, regulations, and ordinances.

iii) Underground water supply lines to the hydrant shall not be the responsibility of the Contractor.

i) **BACKFLOW PREVENTERS:**
i) Repairs necessary on backflow units shall be time and materials.

ii) Repairs to all backflow preventers listed in these specifications shall be serviced in accordance with current Federal, State, and Municipal codes, rules, regulations and ordinances.

iii) All repairs will be performed on by persons who have a valid certification.
(1) Proof of certifications must accompany bid package.

iv) All repaired backflow preventers shall be re-tested at the request of Contact Administrator or designee.

v) Contractor is responsible for providing report to the appropriate party (city/state/etc) and providing proof of timely submission along with accepted reporting from the appropriate party and copy of the submitted report to Contract Administrator or designee.

j) **CLEAN AGENTS GAS SUPPRESSION SYSTEM (SEMI-ANNUALLY):**

i) Repairs necessary on VERSA units shall be time and materials.

ii) Repairs to all in these specifications shall be serviced in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations and ordinances.

iii) **TAG STATUS**: Contract Administrator or designee must be notified in writing of tag status upon discovery. A completed copy of service/inspection report(s) shall be furnished to the Contract Administrator or designee within 5 business days of inspection and testing.

k) **KITCHEN HOODS:**

i) Full Maintenance/Cleaning Service on Kitchen Hood units:
(1) All service to kitchen hoods (dry or wet chemical extinguish systems) shall be at no additional cost other than the maintenance fee.

ii) Clean kitchen hood systems in accordance with NFPA 17, 17A, and 96 or current enforceable codes.

l) **LOW VOLTAGE SYSTEMS – MAINTENANE AND REPAIRS:**

i) As a result of inspections and/or testing, or as needed due to system failures, maintenance and repairs of Fire Alarm Systems will be performed according to manufacturer's instructions. Technicians shall be certified and trained to perform maintenance and repairs on Low Voltage Systems under the contract.
(1) System installation trainees shall be under the supervision of a qualified and certified installer.

ii) Warranties should be reviewed on products prior to performing maintenance and repairs to ensure member is not services that are covered under warranty.

GENERAL SCOPE OF WORK:

iii) DESIGN: Contractor should have fully certified, qualified, and trained personnel with the ability to design a turnkey solution for Fire Protection and Security Monitoring systems.

iv) INSTALLATION: Contractor should have qualified technician(s) with the ability and applicable certifications to install equipment for monitoring systems.

v) TECHOLOGY: State of the art technology solutions, innovative solutions to improve efficacies should include reporting and alert systems, online access to data, mobile device management, etc.

vi) TRAINING ASSURANCE: Training should be available upon implementation of new program as well as ongoing and continuous communication and quality assurance. Resources should be made available for quick tutorials on how to obtain Alarm History, view Monitoring Location information, and access similar reporting features.

m) **FIRE ALARM SYSTEM:**

i) The fire alarm system shall comply with requirements of NFPA Standard 72 for Protected Premises Signaling Systems except as modified and supplemented by this specification. The system shall be electrically supervised and monitor the integrity of all conductors.

ii) The fire alarm system shall be manufactured by an ISO 9001 certified company and meet the requirements of BS EN9001: ANSI/ASQC Q9001-1994.

iii) The system and its components shall be Underwriters Laboratories, Inc. listed under the appropriate UL testing standard as listed herein for fire alarm applications and the installation shall be in compliance with the UL listing.

iv) The system installation shall be supervised by a minimum NICET (minimum Level II Fire Alarm Technology) technician on site to guide the final checkout and to ensure the systems integrity.

v) The system shall provide, or be capable of expansion to meet various sizes of projects.

vi) Alarm signals arriving at the FACP shall not be lost following a primary power failure (or outage) until the alarm signal is processed and recorded.

vii) All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a protective signaling system, meeting the National Fire Alarm Code.

viii) All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.

ix) All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

x) Wiring shall be in accordance with local, state and national codes and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer.

xi) All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NFPA 70.

xii) All field wiring shall be electrically supervised for open circuit and ground fault.

xiii) Systems shall have the ability to display or print system reports.

xiv) The display shall annunciate status information and custom alphanumeric labels for all intelligent detectors, addressable modules, internal panel circuits, and software zones.

xv) The control panel shall be housed in a UL-listed cabinet suitable for surface or semi-flush mounting. The cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and manufacturer's standard finish.

xvi) The door shall provide a key lock and shall include a glass or other transparent opening for viewing of all indicators. For convenience, the door may be site configured for either right or left-hand hinging.

xvii) Horn Strobes / Strobe lights shall meet the requirements of the ADA, UL Standard 1971, be fully synchronized, the maximum pulse duration shall be 2/10 of one second, the strobe intensity shall meet the requirements of UL 1971 and the flash rate shall meet the requirements of UL 1971 and have selectable tone options of temporal 3 and non-temporal continuous pattern.

xviii) Manual fire alarm boxes shall, on command from the control panel, send data to the panel representing the state of the manual switch and the addressable communication module status.

xix) System shall work with ionization smoke sensors, photo electronic smoke sensors, and thermal sensors. The heat detectors shall be available in a variety of settings, from 135° to 195°, or with a rate-of-rise temperature setting. Thermal units shall not be the only sensors used in a system.

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3) **OTHER VALUE ADDED AND RELATED FIRE AND SAFETY SERVICES:**

i) Emergency and Exit Lighting: Inspections

ii) Server Room Clean Agent Fire Suppression Systems: Inspections, Repairs, and Installations

iii) Commercial Low Voltage/Access Control Products and Services: Inspections, Repairs, and Installations

iv) System Integration and Design

v) Related Fire and Safety products and services

4) **BILLING:**

a) Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.

b) Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:
   (i) Name and address of Contractor;
   (ii) Contractor's Texas Identification Number;
   (iii) Contractor's invoice remittance address;
   (iv) Itemized and detailed description of services provided; and
   (v) Total price for each product and/or service provided.

c) Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

d) Contractor agrees to conduct all its services under this Contract by and though appropriate communications with Williamson County's Contract Administrator. Contractor understands and agrees that services performed or materials provided without the prior written direction of Williamson County Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.

e) A quote shall be attached to the inspection and/or test report providing pricing for the correction of deficiencies indicated in the inspection and/or test report. The quote shall be broken down for the correction of each individual deficiency and shall include both labor and material line items. If any deficiencies are determined to be "red or yellow tag" items, the Contractor shall notify the Contract Administrator or designee in writing within twenty-four (24) hours of discovery of the deficiency. Notification shall detail the deficiency and include a quote, broken down by labor and material, to correct and clear the "red or yellow tag" deficiency. Thereafter, Williamson County shall determine whether to issue a Delivery Release to provide the necessary maintenance and repair.

f) Any items that may be recommended by a manufacturer or contractor but that are not a code violation or deficiency that are recommended by Contractor shall be listed separately on the inspection and/or test report and identified as recommendations only.

5) **SUBCONTRACTING:**

a) Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.

b) No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

c) The Contractor shall be the only contact for Williamson County Contract Administrator or designee and subcontractors.

d) The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.

e) Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

f) Williamson County Contract Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).

g) Any negative response may result in disqualification of the subcontractor.

h) Williamson County Contract Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.

i) Subcontracting shall be at the Contractor's expense.

6) **SERVICE CALL:**

a) For the purpose of evaluating performance under this Contract, a "Service Call" is defined as any malfunction of a system caused by failure of any part or component to function fully in accordance with manufacturer's specifications.

7) **MAINTENANCE AND DELIVERY RELEASE:**

a) Williamson County may, from time-to-time, request Contractor through a Service call to complete maintenance and repair services based on efficiencies documented during inspections and testing under this Contract or to effect repairs due to system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Delivery Release"). Such Delivery Releases will constitute amendments to this Contract, subject to the terms and conditions set forth in this contract, and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release. Any work completed by Contractor without a Delivery Release will not be paid for by Williamson County.

b) Contractor understands and agrees that no guaranteed minimum number of Delivery Releases or amount of work will arise from this Contract.

c) Upon receipt of a Delivery Release, Contractor shall respond to the Contract Administrator or designee on-site within twenty-four (24) hours. Contractor shall perform all work under a Delivery Release within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Delivery Release.

d) Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Delivery Release. Contractors shall provide the following information on the Service Ticket:
   (i) building name;
   (ii) floor number;
   (iii) name of Contractor personnel performing the work;
   (iv) trade category of person performing the work;
   (v) start and end worked hours;
   (vi) itemized list of parts/material used/replaced; and,
   (vii) narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

8) **CALLBACK:**

a) For the purpose of evaluating performance under this Contract, a "Callback" is defined as a failure due to a technician's inability, negligence or lack of knowledge to correct a problem.

b) **CALLBACK RESPONSE:**

i) Failure by the Contractor to successfully complete a Service Call will result in a Callback. The Contract Administrator or designee will contact the Contractor and notify them of the Callback situation. The Contractor will respond to the Callback no later than the next business day with a technician possessing the technical expertise, knowledge and any required material to correct the problem.

ii) The Contractor shall check in and out with the Contract Administrator or designee to ensure that the Contract Administrator logs the commencement and completion times for the "Callback Service Ticket", or summary list, for the services performed to correct the problem described in the original Delivery Release.

iii) Contractor shall provide the following information on the Service Ticket:
(1) building name;
(2) floor number;
(3) name of Contractor personnel performing the work;
(4) trade category of person performing the work;
(5) start and end worked hours;
(6) itemized list of parts/material used/replaced; and,
(7) narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s).

9) **CONTRACTOR ACCESS:**

a) Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

10) **EXISTING UTILITIES AND STRUCTURES:**

a) Contractor shall adequately protect the work, Williamson County property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator or designee and subsequently repair or restore all services to the satisfactory approval of Williamson County's Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson County's Contract Administrator or designee may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator or designee, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on Williamson County property.

11) **WASTE REMOVAL:**

a) Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

12) **SECURITY AND IDENTIFICATION:**

a) Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

13) **UNIFORMS AND PROTECTIVE CLOTHING:**

a) All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.

b) Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

c) Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes.

d) Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

14) **TRANSPORTATION:**

a) Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.

b) Contractor vehicles must meet Texas Department of Transportation requirements.

c) Contractor shall provide and maintain proper vehicle insurance coverage as required by the Williamson County.

d) Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Insurance State Fire Marshal's Office.

e) All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).

f) Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County premises under this contract.

15) **TRAVEL TIME:**

i) Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

16) **TRAINING OF WILLIAMSON COUNTY PERSONNEL:**

i) Contractor shall provide training to Williamson County designated personnel for all mechanical equipment fire systems, and parts installed, upon request by the Contract Administrator or designee.

ii) Contractor shall provide hands on training pertaining to fire panel and relevant systems to ensure staff are familiar with systems, upon request.

iii) Contractor shall provide training to Williamson County designated personnel for materials and chemicals used to ensure understanding of the application process and importance of the treatment requirements.

17) **DISPOSAL OF SALVAGEABLE ITEMS:**

i) Contract Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Owner. Disposal may include depositing in a central location for salvage by the Owner or delivery to the Owner's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator.

18) **TOBACCO USE:**

i) Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.

ii) Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.

iii) If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

19) **UNSATISFACTORY PERFORMANCE:**

i) Williamson County may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination is not limited to the following:

(1) more than one (1) Callback to correct the same problem within thirty (30) calendar days;
(2) more than one (1) instance within one (1) calendar year of Contractor personnel assigned to an authorized Service Call, test or inspection not having the skill or knowledge to perform the required service or test or inspection;
(3) failure to timely complete and document required inspections;
(4) failure to provide the tools necessary to complete the inspection, test or required service;
(5) failure by Contractor, upon completion of testing, inspection or service, to place the fire alarm panel back in normal service, to place valves back in their normal position, place fire pumps in service or to leave systems in other than their normal state; and
(6) failure by Contractor to submit a complete and accurate invoice to Contract Administrator no later than the fifth business day of the month following the month in which the services being invoiced were completed.

20) **ADDITIONAL SERVICES AND ADJUSTMENTS:**

i) "Additional Services" are those services not included in this Contract which may be requested by Williamson County at any time for the duration of this Contract. Upon request by Williamson County Contract Administrator for Additional Services, Contractor shall prepare and submit to Williamson County Contract Administrator a proposal for such services requested. Additional Services will be charged at the hourly rates set forth in Attachment C – Williamson County Compensation and Fees and shall be documented by a Delivery Release.

ii) Additional Services may also include the addition of systems and/or facilities for which no unit price was included in Attachment C – Williamson County Compensation and Fees, and may be added to this Contract provided Williamson County and Contractor agree to a unit price. Prices for any additional systems shall be calculated by comparing pricing to similar services included in Attachment C – Williamson County Compensation and Fees. The addition of systems and/or premises shall be documented by amendment to this Contract.

iii) At any time, Williamson County may adjust the Contract, in whole or in part, with thirty (30) days' notice to Contractor. An adjustment will be made when a service is no longer required and shall be documented by amendment to this Contract.

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21) **CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES:**

i) **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS** - Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, the Occupational Safety and Health Administration (OSHA), Uniform Building Code (UBC), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association (NFPA) and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. (UL), Factory Mutual Research Corporation (FMRC) or National Electrical Manufacturers Association (NEMA).

ii) **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

iii) **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by Williamson County of the materials or services, they shall be:

(1) A quality to pass without objection in the trade under the Contract description;
(2) Fit for the intended purposes for which the materials or services are used;
(3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
(4) Adequately contained, packaged and marked as the Contract may require; and
(5) Conform to the written promises or affirmations of fact made by the Contractor.
(6) **Fitness** - Contractor warrants that any material or service supplied to Williamson County shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

iv) **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by Williamson County.

v) **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

a. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the NFP A codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.

b. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

vi) **NOTICE OF DEFECTS:**
(1) Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract

Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

vii) **OPERATIONS AND MAINTENANCE MANUALS:**

(1) Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

viii) **FREIGHT AND SHIPPING COSTS:**

(1) Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

22) **EVALUATION CRITERIA:**

a) The Evaluation Committee will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs Williamson County, and satisfy the requirements of the RFP. Williamson County may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, Williamson County reserves the option to enter discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in the best interest of the lead agency and member agencies. However, offering firms are cautioned that Williamson County may proceed with an award based on information received in the original proposal and subsequent interviews without calling for additional discussions or Best and Final offers.

b) Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.

c) Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

i) **RESPONDENT QUESTIONNAIRE: <30>**

(1) **Respond to all questions on questionnaire on Attachment F – RESPONDENT QUESTIONAIRE.**

(a) **QUALIFICATIONS AND EXPERIENCE:** Demonstrated ability to provide products and services including Past Performance and References. Financial stability of the firm. Offeror is properly licensed/certified to provide products and services.

(b) **FIANCIAL DISCOSURE:** History of company, including length of time company has been in business, certification, license,

(c) **METHOD OF APPROACH:** Method of Approach for product implementation and offeror's proposed solution for ongoing services including customer service, support, and response times.

ii) **COMPENSATION AND FEES: <30 pts>**

(1) Market Basket Pricing and Discount off Manufacturer's Price Lists will be evaluated.

(a) Include pricing on the Attachment C – WILLIAMSON COUTNY COMPENSATION AND FEES

(b) Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.

iii) **COMPANY INFORMATION: <5 pts>**

(a) Including, but not limited to the following:

(b) company description;

(c) ownership information;

(d) physical and mailing address;

(e) other company locations/offices;

(f) primary contact; and

(g) office, mobile telephone number(s) and email of company's primary contact.

iv) **LITIGATION HISTORY: <P/F>**
(a) Provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years**.**
(b) Respondents involved in litigation, depending upon the circumstances of the litigation, may be disqualified at the sole discretion of Williamson County.

v) **REFERENCES: <5 pts>**
(a) Include a minimum of three (3) references on Attachment E – Bid Reference from clients for whom similar services were performed or products were provided.
(b) Include project description, contact names, position, company name, telephone number, and email address for each reference.

vi) **VALUE ADDED SERVICES:** Training and other services offered that add value to Williamson County utilizing the contract.

vii) **RESPONSIVENESS:** Offeror's overall responsiveness and ability to provide all information requested, comply with terms and conditions, and clearly stating and understanding the scope of work.

viii) **PRODUCTS, SERVICES AND SOLUTIONS OFFERED:** Overall range of products and ability to meet needs of members.

23) **ORDER PRECDENCE**:
a) In the event of conflicts or inconsistencies between this RFP and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i) Attachment A – Williamson County Fire and Safety Inspection, Testing, and Maintenance Service – Scope of Work;
ii) Request for Proposal (includes all remaining Attachments), and
iii) Respondent's response to Request for Proposals.

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Attachment B

Williamson County Premises and Equipment Device Counts*

Bldg #	Building	Manufacturer	Model	Install Date	Fire Alarm & Life Safety: Alarm	Fan Shut-down	Damper Control	Elvtr	Programmable Relay	Sound Shut-down	Annunciator	Voice Evacuation	Battery	Communicator	Control Panel	Expander Panel	Power Supply	Duct Detector	Bell	Horn / Strob	Heat Detector	ANSUL	Pulls	Photo Detector	Smoke Detector	W/F	Monitoring	Tamper	Pre-Action	Total Count	Sprinkler: Kitchen Hood	Fire Hydrant	Backflow Devices	Sprinkler	Device	Alarm	Valve	Sprinkler	Pump	Hose	flow switches	System (Riser)	Stand Pipe	Fire Pump	Tamper (valve)	Pressure Switch	Fire Extinguisher	
WCR AS	Animal Shelter	Notifier	Firewarden 100	3/1/2007									4	1	1	1		8	2				15		2	2		2		38		5	4	wet	8	2	8	8		2								18
1032	Cedar Park Annex	Simplex Grinnell	4005	5/19/1997				3					7	1	1	2				2	2		8		5	1		1		33			1	wet	2	1	3	1										14
1026	Central Maintenance Facility (CMF)	EST	I/O 1000	10/11/2017									6		1		2	6			3	1	15		4					38		3																20
1000	Historical Courthouse	Simplex Grinnell	4010	7/31/2007			4	3					8	1	1		3	3		0	4		8		67	1		2	1	106			3	wet							2	2			2	1	16
1042	CTTC	Simplex Grinnell	4100U										3								12		10	27	single station in rooms					52	Y			wet							1	1			2		30
1071	Emerg. Ser Ops Ctr (ESOC)	EST	I/O 500	7/8/2013		2							4	1	1	1		2			3		12		35	1	8	1		71	Y	4	2	wet							2	2			3	2	18
1047	Expo	Silent Knight	5820EVS	9/12/2016		8				1	1	1	6		1			8			4		17		9	1	1	1		59	Y	5	3	wet	4	3	8		5				X				22
1080	Georgetown Annex	Farenhyt	IFP-100	2019				3					6		1		2	8		148	4		9	23		1		1		206	Y	4	2	wet	528							2					?	
1043	Inner Loop	Simplex Grinnell	4100	2/24/2005		19							2	1	1			41			2		11		3	2		2		84			1	wet	5	2	4			2					4		34
1008	Jail Includes Parking Garage	Simplex Grinnell	4100		24								9					117			75		73	733				164		1195	Y		2	wet						7	2	2	1	15	0	131	
1046	Parking Garage Included with Jail																													0												X				22	
1066	Round Rock Jester	EST	I/O 64	3/4/2010		3							6	1	1		2	6			4		8		13	1		1		46		3	1	wet						1	1			1		16
1066B	Round Rock Public Safety	EST	I/O 64	3/4/2010		3							4	1	1		1	3			3		5		16	1		1		39		2	1	wet						1	1			2		5
1009	Justice Center	Simplex Grinnell	4100		286								7					86			12		21	339				91		842				wet						2	2	2	1	4		45
1045	Juvenile Justice Center (JJC)	Simplex Grinnell	4100U		239								7					78			14		23	243				84		688	Y-2	14	2	wet						3	3			7		57
1011	Lott	Notifier	SK 1204B	10/2/1985									2	1	1					2	0		6		6	1				19			1	wet	2	1	1	1						X		9	
1001	Historical Museum	Notifier	AFP-200	6/23/2003				2	1				2	1	1			3		4	1		3		12	0				30																4	
1078	EMS Training Center	Silent Knight	5820XL	2018					17		1				1		1			62	5		11	12	15		4			129		2		wet	389						1	1					15	
1079	Impound & Inspections	Silent Knight	5820XL	2018					2		1				1					13	1		5	2	7		2			34		1	6	wet	64						1	1					7	
1077	Radio Shop	Silent Knight	5820XL	2018					4		1				1					17	2		5	4	3		2			39				wet	96							1					4	
1075	SOTC	Silent Knight	SK-5808	1/4/2018					12		2		4		1		1	14			2		6		7	1		1		51		2	1	wet													8	
1033	Taylor Annex	Fire-Lite	MS-9200ULDS	6/29/2018				2					6	1	1		2						8		10					30																7	
1073	TX Ave	Silent Knight	5208	3/13/2018									2		1		3	7			1		5		4	1		1		25		2	1	wet	2	1	3	1									7	
1005-1006	Round Rock Annex																															1															
1064	Children's Advocacy Center																															1															
	Total Devices				549	35	4	13	36	1	6	1	95	10	18	4	17	390	2	248	154	1	284	1383	218	14	17	353	1	3854	7	49	31	14	1100	10	27	11	5	2	23	19	4	2	40	3	509	

*** Specific detailed information regarding equipment devices will be given to awarded contractor.**

****counts are only estimates for budgeting purposes and must be verified**

ATTACHMENT C - WILLIAMSON COUNTY COMPENSATION AND FEES

Building Code	Building	Year Built	Jurisdiction	Fire Alarm Inspection	Sprinkler Inspection	Kitchen Hood Inspection	Fire Extinguishers	Clean Agent System	Pre Action System	Fire Hose & Standpipe	Backflow Devices	Fire Hydrants	Emergency Lighting	Building Total
WCRAS	Animal Shelter	2006; New 2019	City of Georgetown	$ -	$ -		$ -				$ -	$ -	$ -	$ -
1032	Cedar Park Annex	1997	City of Cedar Park	$ -	$ -		$ -				$ -		$ -	$ -
1026	Central Maintenance Facility (CMF)	1994	City of Georgetown	$ -			$ -					$ -	$ -	$ -
1000	Historical Courthouse	2006	City of Georgetown	$ -	$ -		$ -		$ -		$ -		$ -	$ -
1042	CTTC	1990	City of Granger	$ -	$ -	$ -	$ -						$ -	$ -
1071	Emerg. Ser Ops Ctr (ESOC)	2012	City of Georgetown	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -
1047	Expo	2016	City of Taylor	$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -
1080	Georgetown Annex	2018	City of Georgetown	$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -
1043	Inner Loop	2004	City of Georgetown	$ -	$ -		$ -				$ -		$ -	$ -
1008	Jail Includes Parking Garage	2003	City of Georgetown	$ -	$ -	$ -	$ -			$ -	$ -		$ -	$ -
1046	Parking Garage Included with Jail	2005	City of Georgetown	$ -	$ -		$ -			$ -			$ -	$ -
1066	Round Rock Jester	2009	City of Round Rock	$ -	$ -		$ -				$ -	$ -	$ -	$ -
1066B	Round Rock Public Safety	2009	City of Round Rock	$ -	$ -		$ -				$ -	$ -	$ -	$ -
1009	Justice Center	-1988; N-20(	City of Georgetown	$ -	$ -		$ -		$ -	$ -	$ -		$ -	$ -
1045	Juvenile Justice Center (JJC)	2001	City of Georgetown	$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -
1011	Lott	1984	City of Georgetown	$ -	$ -		$ -						$ -	$ -
1001	Historical Museum	2002	City of Georgetown	$ -			$ -						$ -	$ -
1078	EMS Training Center	2018	City of Georgetown	$ -	$ -		$ -				$ -	$ -	$ -	$ -
1079	Impound & Inspections	2018	City of Georgetown	$ -	$ -		$ -				$ -	$ -	$ -	$ -
1077	Radio Shop	2018	City of Georgetown	$ -	$ -		$ -				$ -	$ -	$ -	$ -
1075	SOTC	2018	City of Hutto	$ -	$ -		$ -				$ -	$ -	$ -	$ -
1033	Taylor Annex	1999	City of Taylor	$ -			$ -						$ -	$ -
1073	TX Ave	2017	City of Round Rock	$ -	$ -		$ -				$ -	$ -	$ -	$ -
1005- 1006	Round Rock Annex		City of Round Rock									$ -		$ -
1064	Children's Advocacy Center		City of Georgetown									$ -		$ -

ATTACHMENT C - WILLIAMSON COUNTY COMPENSATION AND FEES

Licensed Fire Alarm Tech - Regular 24 hours reponse	$	-
Licensed Fire Alarm Tech - Overtime - 24 hour response	$	-
Licensed Fire Alarm Tech. - Regular - 2 hour response	$	-
Licensed Fire Alarm Tech. - Overtime - 2 hour response	$	-
Apprentice Tech. - 24 hour response	$	-
Apprentice Tech. - Overtime - 24 hour response	$	-
Apprentice Tech. - Regular - 2 hour response	$	-
Apprentice Tech. - Overtime - 2 hour response	$	-
Material Markup: Contractor shall Invoice @ MSRP/List ***	0%	
Materials purchased at local retail outlets by Contractor		
Payment and Performance Bonds (if required): Contractor		

* Normal Hours - defined as 6 am to 6 pm, Monday through

** Overtime hours - defined as any hours that fall outside

*** MSRP/List - Williamson County reserves the right to

Attachment D

Respondent Qualifications Form

Company Profile:					
Company Name					
Federal EIN #					
Other Company Locations:					
List:					
Length of Time Company has been in business:		Year		Months	
Has company done business under a different name, give name and location:					
Name			Location:		
# of Full-Time Employees:			# of Part-Time Employees:		
# of Service Technicians:			# of Electricians:		
Has company failed to complete or defaulted on a contract?					
No:		Yes		If Yes, explain below:	
Explanation:					

Local Branch/Office Location:					
Street Address:					
City:			Zip:		
Length of Time Branch Office has been in operations:		Year		Months	
Geographical Coverage Area (Cities or Counties Supported by Branch):					
List:					
# of Full-Time Employees:		# of Part-Time Employees			
Total # of Service Tech in Local Branch/Office					
Estimated Number of Service Techs assigned to support contract:					

Individual Qualifications Assigned to Contract:	
Name:	Licenses/Certifications:
1	
2	
3	
4	
5	
6	

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Respondent shall complete each question below using attachment, if necessary. Attachments shall include the item number and heading being referenced as it appears below. Respond "Not Applicable" as needed versus leaving question blank. Questions unanswered may result in disqualification of this solicitation.

Qualifications and Experience Questionnaire

1. Describe company's greatest strength in the industry?

2. Explain company's reputation for its products and/or services in the industry.

3. Describe company's experience with Williamson County or governmental agencies in Texas.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Certifications/License Qualifications	Yes	No	N/A	Explanation or Comments
4. Company authorized dealer for product distribution for Fire and Safety Products?				
5. Certified/Licensed to perform Inspections and Testing for:				
A. Fire Suppression Systems				
B. Fire Pumps				
C. Hoses				
D. Pre-Action Systems				
E. Fire Hydrants				
F. Backflow				
G. Kitchen Hoods				
H. Water Supply Systems				
I. Fire Sprinkler Systems				
J. Others – provide list in Comment section				

For Certification Requests in this solicitation: All responses with responses checked "yes" attach certifications.	Yes	No	N/A	Explanation or Comments
1. Product Distribution certification(s)				
2. Inspections/Testing certification(s):				
A. Fire Suppression Systems				
B. Fire Pumps				
C. Hoses				
D. Pre-Action Systems				
E. Fire Hydrants				
F. Backflow				
G. Kitchen Hood				
H. Water Supply Systems				
I. Fire Sprinkler Systems				
J. Others				
3. Maintenance and Repair				

4. Will subcontractors be used to complete any portion of this contract? _____Yes _____ No

   a. If yes was checked in question # 4 above, questions number 5 and 6 below must be answered.
   b. If no was checked in question # 4 above, proceed with questions starting in section labeled Financial Disclosure Questionnaire.

5. List any proposed subcontractors and the subcontractor's proposed responsibilities.

6. All proposed subcontractors documented in questions # 5 above must complete this questionnaire and the completed question from the subcontractor(s) must accompany the submission documents.

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Financial Disclosure Questionnaire

7. Provide brief history of company, including length of time company has been in business, location of office(s), and specific experience as it relates to this solicitation.

8. Have any license or certifications been denied, revoked, or suspended or provisionally issued within the past seven (7) years? If “yes”, explain each denial.

9. List all judgements, arbitration awards and settlements again company within the last three (3) years arising from a lawsuit or claim of any nature.

10. Describe unresolved claims, arbitration claims, lawsuits or bond claims brought by or against company. Include names of all parties and brief description of the nature of dispute.

11. Has company made any filing under the United States Bankruptcy Code, assignment for the benefit or creditors or other measures taken for the protection against creditors during the last three (3) years?

12. If company is a division or subsidiary of another firm, indicate below name and address of the parent firm. Also, include a description of the working relationship between the Company's firm and parent firm. Specify what impact, if any, this relationship would have on the company's ability to meet the requirements for services described in this solicitation.

13. Has company changed names? _____Yes _____ No
    a. If yes, document all prior name(s) company operated under, including the specific dates/year(s) of operations.

14. Describe previous experience company had with Williamson County premises and/or other governmental agencies.

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Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

Method of Approach Questionnaire

Product Distribution:

1. Describe the standard delivery schedule for products that are in stock.

2. Describe company approach to work with school distracts or governmental agencies to market the products company provides.

3. Describe the business relationship proposed between the company and Williamson County. (ex. Will a local account representative be assigned to Williamson County? Will single point of contact be assigned to contact? How will contract obtain information about company products and placing orders?)

Inspections and Testing

4. Describe the method of approach company will take to implement service for this solicitation. Provide examples of how company handled taking on new clients.

5. What is the standard turnaround time for setting up new accounts?

6. Describe the technicians that will be servicing the account under the contract.

7. How does company provide ongoing education and training to technicians to remain abreast on industry standard and statute?

8. Provide example of the inspection report and describe the procedures of communicating with Williamson County the results after inspections and tests have been completed.

Maintenance and Repairs

9. Describe the method of approach the company will take to handle maintenance and repairs either as a result of inspections and testing stage or emergency maintenance and repairs, as needed. Address where repairs are handled by inhouse technicians or sub-contractors.

10. Define normal business hours of services provided by company.

11. Define non-business hours.

12. Define after hours services that are available in the event of emergency.

Inspection, Testing, and Maintenance Service of Fire Alarm and Related Systems

13. What is the guaranteed response time for emergency repairs?

14. What is the standard response time for maintenance repairs?

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Attachment G

RFP CHECKLIST

Title: Inspection, Testing, Maintenance, and Repair Services for Williamson County, Texas

Opening Date: TBD

Respondent Name and Address:

_____ Contact:_____

_____ TX Identification #:_____

_____ Office Phone:_____

_____ Mobile Phone:_____

_____ Email:_____

1. Submitted one (1) original:
   - Company information _____ <5 pts >
   - Compensation & Fees:
     - Attachment C – Compensation and Fees _____ <30 pts>
   - Relevant Experience and Qualifications <30 pts>
     - Respondent References _____ <5 pts>
     - Attachment E – Contractor's Qualifications Form _____
   - Attachment D – Respondent Questionnaire: _____ <30 pts>
     - Subcontractor(s) Questionnaire: _____ <Pass/Fail>
   - Attachment G – RFP Checklist _____ (Mandatory)
   - Acknowledgement of Addenda, if applicable _____ (Mandatory)
   - Bid Bond _____ (Mandatory)
   - Mandatory Pre-Bid Conference _____ <Pass/Fail>
   - Mandatory Site Visits _____ <Pass/Fail>
     - JJC
     - ESOC
     - SO/Jail
     - JC
   - Litigation History _____ <Pass/Fail>

WILLIAMSON COUNTY
1848

The established holiday schedule for paid holidays for the 2018/2019 budget year is as follows:

Veterans Day
Monday November 12, 2018

Thanksgiving Holiday
Thursday November 22, 2018
Friday November 23, 2018

Christmas Holiday
Monday December 24, 2018
Tuesday December 25, 2018
Wednesday December 26, 2018

New Year's Holiday
Tuesday January 1, 2019

Martin Luther King Day
Monday January 21, 2019

President's Day
Monday February 18, 2019

Good Friday
Friday April 19, 2019

Memorial Day
Monday May 27, 2019

Independence Holiday
Thursday July 4, 2019

Labor Day
Monday September 2, 2019

Approved by Commissioners' Court on 7/24/2018

Question and Answers for Bid #1907-335 - Fire and Safety Inspection, Testing, Maintenance, and Repair Services

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

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

September 6, 2019

To: Purchasing

Re: RFP 1907-335 Recommendation

The recommendation from the RFP Evaluation Committee is to reject all submittals for RFP 1907-335 - Fire and Safety Inspection, Testing and Maintenance Services, because of the lack of competitive responses.

The Facilities Department concurs with the evaluation committee's recommendation.

Sincerely,

Dale Butler
Facilities Director
Williamson County

Commissioners Court - Regular Session **24.**

Meeting Date: 09/17/2019

Expo Pavilion P474 - Alliance Engineering WA#1

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization #1 in the amount of $37,403.00 to expire on September 17, 2020 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc and Williamson County dated September 17, 2019 for the Expo Pavilion, P474.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance WA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 10:34 AM
Form Started By: Gina Wrehsnig		Started On: 09/12/2019 10:21 AM
Final Approval Date: 09/12/2019		

WORK AUTHORIZATION NO. 1

PROJECT: Expo Pavilion P474

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 17, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group, Inc (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $37,403.00.

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 17, 2020. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___

ENGINEER:	COUNTY:
ALLIANCE ENGINEERING GROUP	Williamson County, Texas
By: _____ Signature	By: _____ Signature
WAYDE A. EDDINS Printed Name	Bill Gravel, Jr. Printed Name
PRESIDENT Title	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

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

July 31, 2019

Williamson County Commissioners Court
Attn: Mr. Dwayne Gossett
3151 SE Inner Loop
Georgetown, Texas 78626

Re: WILCO / Taylor Exposition Center Pavilion and East Concession & Restrooms
Taylor, Texas
Alliance Engineering Group Proposal No. P19-0711C

Dear Mr. Gossett:

The attached unit fee schedule and proposal for the construction observation and materials testing services on the Exposition Center Pavilion and East Concession and Restrooms building are attached for your review. The proposed scope of work, type and frequency of testing were based upon a review of the project plans and specifications dated May 24, 2019 and the Balcones Geotechnical Soils Report dated September 9, 2015.

This proposal does not include **re-testing or re-inspections required due to work or materials found to be non-compliant with the project plans and specifications**. If errors and/or omissions in the type and/or frequency of the observation and testing services are noted, please advise the undersigned at the earliest opportunity so that adjustments can be made to the scope and subsequent fees for the actual anticipated services needed.

We appreciate the opportunity to present this information for your consideration and look forward to an opportunity to be of service.

Respectfully,

Alliance Engineering Group, Inc.
TBPE Firm No. 11290

Wayne A. Eddins
Managing Partner

Dist: Williamson County – Mr. Dwayne Gossett

WAE/hk

z;data/documents/proposals/CMT/2019/P190711C/Proposal/Cover.doc

AASHTO ACCREDITATION PROGRAM

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

Project Name: Exposition Center Pavilion and East Concession Building
Proposal No.: P19-0711C
Estimated Budget: $47,137.00
Date: July 31, 2019

I CONCESSION STAND EARTHWORK

(Estimate 2,700 sf plus 5' overbuild)
(Estimate 11 Trips for density testing and 1 trip for proctor sampling)
(Estimate Min. 2 Hrs. & 3 Density Tests / Trip)

2	Moisture/Density Relationships (TEX 113-E)	@	$300.00	/test	$	600.00	
2	Moisture Content Tests (TEX 103-E)	@	$20.00	/test	$	40.00	
2	Atterberg Limits (TEX 104-E, TEX 106-E)	@	$80.00	/test	$	160.00	
2	Sieve Analysis (TEX 110-E, Pt. 1)	@	$50.00	/test	$	100.00	
2	Sample Preparation (TEX 101-E)	@	$50.00	/sample	$	100.00	
33	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	660.00	
12	Vehicle Charges	@	$40.00	trip	$	480.00	
24	NICET Certified Technician Reg. Hours	@	$48.00	/hour	$	1,152.00	
5	Administration Hours	@	$48.00	/hour	$	240.00	
13	Project Manager Report Review	@	$30.00	/report	$	390.00	
4	Project Manager Hours	@	$95.00	/hour	$	380.00	
				Sub-Total	**$**	**4,302.00**	$4,302.00

II CONCESSION STAND CONCRETE / REINFORCING STEEL INSPECTIONS

(Estimate 1 Slab on Ground placement and 2 Miscellaneous Site Concrete Placements)
(Estimate three sets of 4 cylinders each)

12	Concrete Cylinders	@	$18.00	/each	$	216.00	
15	ACI Certified Tech. Reg. Hours (Casting & Sample p/up)	@	$48.00	/hour	$	720.00	
5	Reinforced Concrete Certified Tech (Reinforcing Steel Insp.)	@	$48.00	/hour	$	240.00	
6	Vehicle Charges (including cyl. p/up)	@	$40.00	trip	$	240.00	
2	Administration Hours	@	$48.00	/hour	$	96.00	
2	Project Manager Hours	@	$95.00	/hour	$	190.00	
6	Engineering Oversight/Report Review	@	$30.00	/report	$	180.00	
				Sub-Total	**$**	**1,882.00**	$1,882.00

III CONCESSION STAND CMU / MORTAR & GROUT

(Estimate 10 Placements @ 3 Hrs. / Placement)

30	NICET Certified Technician Density Testing	@	$48.00	/hour	$	1,440.00	
30	2' x 2' Mortar Cubes	@	$18.00	/each	$	540.00	
20	Grout Prisms	@	$18.00	/each	$	360.00	
12	Vehicle Charges	@	$40.00	trip	$	480.00	
5	Administration Hours	@	$48.00	/hour	$	240.00	
2	Project Manager Hours	@	$95.00	/hour	$	190.00	
10	Engineering Oversight/Report Review	@	$30.00	/report	$	300.00	
				Sub-Total	**$**	**3,550.00**	$3,550.00

Concession Stand / Restroom Total **$9,734.00**

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

IV PAVILION EARTHWORK (Estimate 50,095 sf including Overbuild)

(Estimate 5 Feet of Removal and Replacement for Slab on Ground and 20 fdt / lift
(Estimate 50,000 sf of 15" Thick Flexible Base Material - 3 lifts)
(Estimate 15,000 sf Asphalt Pavement w/ 15" Flexible Base)
(Estimate 17 Trips for density testing and 3 trips for proctor sampling)

3	Moisture/Density Relationships (TEX 113-E)	@	$300.00	/test	$	900.00	
3	Moisture Content Tests (TEX 103-E)	@	$250.00	/test	$	750.00	
3	Atterberg Limits (TEX 104-E, TEX 106-E)	@	$10.00	/test	$	30.00	
3	Sample Preparation (TEX 101-E)	@	$50.00	/sample	$	150.00	
350	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	7,000.00	
20	Vehicle Charges	@	$40.00	trip	$	800.00	
80	NICET Certified Technician Reg. Hours	@	$48.00	/hour	$	3,840.00	
12	Administration Hours	@	$48.00	/hour	$	576.00	
34	Project Manager Report Review	@	$30.00	/report	$	1,020.00	
6	Project Manager Hours	@	$95.00	/hour	$	570.00	
				Sub-Total	**$**	**15,636.00**	$15,636.00

V PAVILION CONCRETE / REINFORCING STEEL INSPECTION

(Estimate 10 Footing Reinforcing steel and concrete placements @ 3 hrs. & 4 cyls. each)
(Estimate 4 Slab on Ground placements @ 350 cy, 8 hours & 16 cylinders each)
(Estimate 4 Slab on Ground Reinforcing Steel Inspections @ 4 hours each)
(Estimate 10 Miscellaneous Placements; sidewalks, ret. Wall, manure pad, repairs, etc. @ 3 hrs. & 4 cyls. Each)

104	Concrete Cylinders	@	$18.00	/each	$	1,872.00	
78	ACI Certified Tech. Reg. Hours (Casting & Sample p/up)	@	$48.00	/hour	$	3,744.00	
16	Reinforced Concrete Certified Tech (Reinforcing Steel Insp.)	@	$48.00	/hour	$	768.00	
30	Vehicle Charges (including cyl. p/up)	@	$40.00	trip	$	1,200.00	
14	Administration Hours	@	$48.00	/hour	$	672.00	
5	Project Manager Hours	@	$95.00	/hour	$	475.00	
38	Engineering Oversight/Report Review	@	$30.00	/report	$	1,140.00	
				Sub-Total	**$**	**9,871.00**	$9,871.00

VI PAVILION CMU / MORTAR & GROUT
(Estimate 15 Placements @ 3 Hrs. / Placement Including Reinforcing Steel Insp.)

45	NICET Certified Technician Density Testing	@	$48.00	/hour	$	2,160.00	
45	2' x 2' Mortar Cubes	@	$18.00	/each	$	810.00	
60	Grout Prisms	@	$18.00	/each	$	1,080.00	
30	Vehicle Charges (including sample pick up)	@	$40.00	trip	$	1,200.00	
5	Administration Hours	@	$48.00	/hour	$	240.00	
5	Project Manager Hours	@	$95.00	/hour	$	475.00	
45	Engineering Oversight/Report Review	@	$30.00	/report	$	1,350.00	
				Sub-Total	**$**	**7,315.00**	$7,315.00

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

VII PAVILION STRUCTURAL STEEL WELDING/BOLTING INSPECTIONS (Periodic - as scheduled)
(Estimate 5 Trips to the site, 6 hours per trip)

40	CWI Hours		@	$95.00	/hour	$	3,800.00	
5	Vehicle Charges (Sub-Consultant)		@	$75.00	/trip	$	375.00	
2	Administration Hours		@	$48.00	/hour	$	96.00	
2	Project Manager Hours		@	$95.00	/hour	$	190.00	
4	Engineering Oversight/Report Review Hours		@	$30.00	/report	$	120.00	
					Sub-Total	**$**	**4,581.00**	$4,581.00

Pavilion Total	**$37,403.00**
Grand Total	**$47,137.00**

NOTES:

1. Overtime rates of 1.25 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
3. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
4. Project Engineer to review/evaluate/sign and seal reports will be billed at 0.2 hours per report issued @ $80/Hr.
5. Additional tests not specified in this proposal will be quoted upon request.
6. **This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.**
6. An additional charge will be made for shop inspections made outside of Travis and Williamson Counties. A per diem charge of $120.00 will be charged for any inspections that will require an overnite stay.

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Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement between County and Alliance Engineering Group, Inc. Work schedules will be developed as work is assigned.

Attachment D - Fee Schedule

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
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- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

WILLIAMSON COUNTY EXPO CENTER PAVILION & EAST CONCESSION/RESTROOMS			
Personnel	***Unit***	***Reg. Hr. Rate***	***O.T. Rate***
Principal	*Hr.*	$ 195.00	
Senior Professional Engineer	*Hr.*	$ 195.00	
Professional Engineer	*Hr.*	$ 130.00	
Project Manager	*Hr.*	$ 95.00	
Laboratory Manager	*Hr.*	$ 95.00	
Engineer In Training (E.I.T.)	*Hr.*	$ 85.00	
Certified Welding Inspector (CWI)	*Hr.*	$ 85.00	
TxDOT Level I-A	*Hr.*	$ 56.00	$ 70.00
TxDOT Level 1-B	*Hr.*	$ 56.00	$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	*Hr.*	$ 48.00	$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	*Hr.*	$ 48.00	$ 60.00
Administrative Assistant	*Hr.*	$ 48.00	
Project Engineer - Report Review	*Rept.*	$ 30.00	
Vehicle Charge	*Trip*	$ 40.00	
Vehicle Charge (also CWI Sub. Per trip)	*Day*	$ 75.00	
Testing Services - Soils	***Unit***	***Unit Rate***	
Moisture Content (Tex 103-E)	*Ea.*	$ 20.00	
Tex 114-E Proctor	*Ea.*	$ 250.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	*Ea.*	$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	*Ea.*	$ 80.00	
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	*Ea.*	$ 75.00	
In-Place Density Tests (Tex 115-E)	*Ea.*	$ *20.00*	
Hydrometer Analysis (AASHTO T-88)	*Ea.*	$ 300.00	
Soil pH (Tex 128-E)	*Ea.*	$ 50.00	
Permeability of Soil	*Ea.*	$ 375.00	
Linear Bar Shrinkage	*Ea.*	$ 75.00	
Testing Services - Concrete	***Unit***	***Unit Rate***	
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	*Ea.*	$ 80.00	
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	*Ea.*	$ 80.00	
Unit Weight (Tex 404-A)	*Ea.*	$ 75.00	
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	*Ea.*	$ 75.00	
Organic Impurities in Fine Aggregate (Tex 408-A)	*Ea.*	$ 85.00	
Los Angeles Abrasion Test (Tex 410-A)	*Ea.*	$ 350.00	
Concrete Cylinder Compressive Strength (Tex 418-A)	*Ea.*	$ 18.00	
Concrete Flexural Beam Strength Test (Tex 419-A)	*Ea.*	$ 25.00	
2" x 2" Mortar Cubes	*Ea.*	$ 18.00	
3.25" x 6.25" Grout Prisms	*Ea.*	$ 18.00	
CMU Block Prism Testing	Ea.	$ 450.00	

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Testing Services - Hot Mixed Asphaltic Concrete (HMAC)	***Unit***	***Unit Rate***	
Sample Preparation	Ea.	$ 50.00	
Gradation (Tex 210-F, Part 1 & 2)	*Ea.*	$ 200.00	
Hamburg Wheel (Tex 242-F)	*Ea.*	$ 600.00	
Extraction/Gradation (Tex 236-F)	*Ea.*	$ 250.00	
Mixing (Tex 205-F)	*Set of 3*	$ 75.00	
HVEEM Stability (Tex 207-F, Tex 208-F)	*Set of 3*	$ 50.00	
Laboratory Molded Density (Tex 207-F, Part1)	*Set of 3*	$ 45.00	
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	*Ea.*	$ 60.00	
Thickness (Tex 140-E)	*Ea.*	$ 50.00	
% Air Voids - In Place	*Ea.*	$ 75.00	
% Theoretical Density - In Place	*Ea.*	$ 75.00	
Moisture Content (Tex 212-F)	*Ea.*	$ 25.00	
Coring Rig / Core Bit Charge	*Ea.*	$ 175.00	
6" ϕ Core Including Patching & Sample Prep up to 6" Thick	*In.*	$ 90.00	
6" Φ Core Including Patching & Sample Prep from 6" to 10" Thick	*In.*	$ 105.00	
3" Φ Core(Per Inch)	*In.*	$ 5.00	
4" Φ Core(Per Inch)	*In.*	$ 6.00	
6" Φ Core(Per Inch)	*In.*	$ 8.00	
Laboratory Testing Services - Flexible Base Material	***Unit***	***Unit Rate***	
Tex 113-E Proctor	*Ea.*	$ 300.00	
Sample Preparation (Tex 101-E)	*Ea.*	$ 50.00	
Atterberg Limits	*Ea.*	$ 75.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	*Ea.*	$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	*Ea.*	$ 80.00	
Moisture Content (Tex 103-E)	*Ea.*	$ 20.00	
Thickness (Tex 140-E)	*Ea.*	$ 50.00	
Wet Ball Mill Test (Tex 116-E)	*Ea.*	$ 300.00	
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	*Ea.*	$ 2,400.00	

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Commissioners Court - Regular Session **25.**

Meeting Date: 09/17/2019

Expo Concession & Restrooms P475 - Alliance Engineering WA#2

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $9,734.00 to expire on September 17, 2020 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc and Williamson County dated September 17, 2019 for the Expo Concession & Restrooms, P475.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance WA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 10:35 AM
Form Started By: Gina Wrehsnig		Started On: 09/12/2019 10:26 AM
Final Approval Date: 09/12/2019		

WORK AUTHORIZATION NO. 2

PROJECT: Expo Concession & Restrooms P475

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 17, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group, Inc (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $9,734.00.

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 17, 2020. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ___ day of _____, 20___.

ENGINEER:	COUNTY:
ALLIANCE ENGINEERING GROUP	Williamson County, Texas
By: _____ Signature	By: _____ Signature
WAYNE A. EDDINS Printed Name	Bill Gravel, Jr. Printed Name
PRESIDENT Title	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

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

July 31, 2019

Williamson County Commissioners Court
Attn: Mr. Dwayne Gossett
3151 SE Inner Loop
Georgetown, Texas 78626

Re: WILCO / Taylor Exposition Center Pavilion and East Concession & Restrooms
Taylor, Texas
Alliance Engineering Group Proposal No. P19-0711C

Dear Mr. Gossett:

The attached unit fee schedule and proposal for the construction observation and materials testing services on the Exposition Center Pavilion and East Concession and Restrooms building are attached for your review. The proposed scope of work, type and frequency of testing were based upon a review of the project plans and specifications dated May 24, 2019 and the Balcones Geotechnical Soils Report dated September 9, 2015.

This proposal does not include **re-testing or re-inspections required due to work or materials found to be non-compliant with the project plans and specifications**. If errors and/or omissions in the type and/or frequency of the observation and testing services are noted, please advise the undersigned at the earliest opportunity so that adjustments can be made to the scope and subsequent fees for the actual anticipated services needed.

We appreciate the opportunity to present this information for your consideration and look forward to an opportunity to be of service.

Respectfully,

Alliance Engineering Group, Inc.
TBPE Firm No. 11290

Wayne A. Eddins
Managing Partner

Dist: Williamson County – Mr. Dwayne Gossett

WAE/hk

z;data/documents/proposals/CMT/2019/P190711C/Proposal/Cover.doc

AASHTO ACCREDITATION PROGRAM

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

ALLIANCE ENGINEERING GROUP, INC.

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- CONSTRUCTION MATERIALS TESTING

Project Name: Exposition Center Pavilion and East Concession Building
Proposal No.: P19-0711C
Estimated Budget: $47,137.00
Date: July 31, 2019

I CONCESSION STAND EARTHWORK

(Estimate 2,700 sf plus 5' overbuild)
(Estimate 11 Trips for density testing and 1 trip for proctor sampling)
(Estimate Min. 2 Hrs. & 3 Density Tests / Trip)

2	Moisture/Density Relationships (TEX 113-E)	@	$300.00	/test	$	600.00	
2	Moisture Content Tests (TEX 103-E)	@	$20.00	/test	$	40.00	
2	Atterberg Limits (TEX 104-E, TEX 106-E)	@	$80.00	/test	$	160.00	
2	Sieve Analysis (TEX 110-E, Pt. 1)	@	$50.00	/test	$	100.00	
2	Sample Preparation (TEX 101-E)	@	$50.00	/sample	$	100.00	
33	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	660.00	
12	Vehicle Charges	@	$40.00	trip	$	480.00	
24	NICET Certified Technician Reg. Hours	@	$48.00	/hour	$	1,152.00	
5	Administration Hours	@	$48.00	/hour	$	240.00	
13	Project Manager Report Review	@	$30.00	/report	$	390.00	
4	Project Manager Hours	@	$95.00	/hour	$	380.00	
				Sub-Total	**$**	**4,302.00**	$4,302.00

II CONCESSION STAND CONCRETE / REINFORCING STEEL INSPECTIONS

(Estimate 1 Slab on Ground placement and 2 Miscellaneous Site Concrete Placements)
(Estimate three sets of 4 cylinders each)

12	Concrete Cylinders	@	$18.00	/each	$	216.00	
15	ACI Certified Tech. Reg. Hours (Casting & Sample p/up)	@	$48.00	/hour	$	720.00	
5	Reinforced Concrete Certified Tech (Reinforcing Steel Insp.)	@	$48.00	/hour	$	240.00	
6	Vehicle Charges (including cyl. p/up)	@	$40.00	trip	$	240.00	
2	Administration Hours	@	$48.00	/hour	$	96.00	
2	Project Manager Hours	@	$95.00	/hour	$	190.00	
6	Engineering Oversight/Report Review	@	$30.00	/report	$	180.00	
				Sub-Total	**$**	**1,882.00**	$1,882.00

III CONCESSION STAND CMU / MORTAR & GROUT

(Estimate 10 Placements @ 3 Hrs. / Placement)

30	NICET Certified Technician Density Testing	@	$48.00	/hour	$	1,440.00	
30	2' x 2' Mortar Cubes	@	$18.00	/each	$	540.00	
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- CONSTRUCTION MATERIALS TESTING

WILLIAMSON COUNTY EXPO CENTER PAVILION & EAST CONCESSION/RESTROOMS			
Personnel	***Unit***	***Reg. Hr. Rate***	***O.T. Rate***
Principal	*Hr.*	$ 195.00	
Senior Professional Engineer	*Hr.*	$ 195.00	
Professional Engineer	*Hr.*	$ 130.00	
Project Manager	*Hr.*	$ 95.00	
Laboratory Manager	*Hr.*	$ 95.00	
Engineer In Training (E.I.T.)	*Hr.*	$ 85.00	
Certified Welding Inspector (CWI)	*Hr.*	$ 85.00	
TxDOT Level I-A	*Hr.*	$ 56.00	$ 70.00
TxDOT Level 1-B	*Hr.*	$ 56.00	$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	*Hr.*	$ 48.00	$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	*Hr.*	$ 48.00	$ 60.00
Administrative Assistant	*Hr.*	$ 48.00	
Project Engineer - Report Review	*Rept.*	$ 30.00	
Vehicle Charge	*Trip*	$ 40.00	
Vehicle Charge (also CWI Sub. Per trip)	*Day*	$ 75.00	
Testing Services - Soils	***Unit***	***Unit Rate***	
Moisture Content (Tex 103-E)	*Ea.*	$ 20.00	
Tex 114-E Proctor	*Ea.*	$ 250.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	*Ea.*	$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	*Ea.*	$ 80.00	
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	*Ea.*	$ 75.00	
In-Place Density Tests (Tex 115-E)	*Ea.*	$ *20.00*	
Hydrometer Analysis (AASHTO T-88)	*Ea.*	$ 300.00	
Soil pH (Tex 128-E)	*Ea.*	$ 50.00	
Permeability of Soil	*Ea.*	$ 375.00	
Linear Bar Shrinkage	*Ea.*	$ 75.00	
Testing Services - Concrete	***Unit***	***Unit Rate***	
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	*Ea.*	$ 80.00	
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	*Ea.*	$ 80.00	
Unit Weight (Tex 404-A)	*Ea.*	$ 75.00	
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	*Ea.*	$ 75.00	
Organic Impurities in Fine Aggregate (Tex 408-A)	*Ea.*	$ 85.00	
Los Angeles Abrasion Test (Tex 410-A)	*Ea.*	$ 350.00	
Concrete Cylinder Compressive Strength (Tex 418-A)	*Ea.*	$ 18.00	
Concrete Flexural Beam Strength Test (Tex 419-A)	*Ea.*	$ 25.00	
2" x 2" Mortar Cubes	*Ea.*	$ 18.00	
3.25" x 6.25" Grout Prisms	*Ea.*	$ 18.00	
CMU Block Prism Testing	Ea.	$ 450.00	

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

Testing Services - Hot Mixed Asphaltic Concrete (HMAC)	***Unit***	***Unit Rate***	
Sample Preparation	Ea.	$ 50.00	
Gradation (Tex 210-F, Part 1 & 2)	*Ea.*	$ 200.00	
Hamburg Wheel (Tex 242-F)	*Ea.*	$ 600.00	
Extraction/Gradation (Tex 236-F)	*Ea.*	$ 250.00	
Mixing (Tex 205-F)	*Set of 3*	$ 75.00	
HVEEM Stability (Tex 207-F, Tex 208-F)	*Set of 3*	$ 50.00	
Laboratory Molded Density (Tex 207-F, Part1)	*Set of 3*	$ 45.00	
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	*Ea.*	$ 60.00	
Thickness (Tex 140-E)	*Ea.*	$ 50.00	
% Air Voids - In Place	*Ea.*	$ 75.00	
% Theoretical Density - In Place	*Ea.*	$ 75.00	
Moisture Content (Tex 212-F)	*Ea.*	$ 25.00	
Coring Rig / Core Bit Charge	*Ea.*	$ 175.00	
6" ϕ Core Including Patching & Sample Prep up to 6" Thick	*In.*	$ 90.00	
6" Φ Core Including Patching & Sample Prep from 6" to 10" Thick	*In.*	$ 105.00	
3" Φ Core(Per Inch)	*In.*	$ 5.00	
4" Φ Core(Per Inch)	*In.*	$ 6.00	
6" Φ Core(Per Inch)	*In.*	$ 8.00	
Laboratory Testing Services - Flexible Base Material	***Unit***	***Unit Rate***	
Tex 113-E Proctor	*Ea.*	$ 300.00	
Sample Preparation (Tex 101-E)	*Ea.*	$ 50.00	
Atterberg Limits	*Ea.*	$ 75.00	
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	*Ea.*	$ 50.00	
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	*Ea.*	$ 80.00	
Moisture Content (Tex 103-E)	*Ea.*	$ 20.00	
Thickness (Tex 140-E)	*Ea.*	$ 50.00	
Wet Ball Mill Test (Tex 116-E)	*Ea.*	$ 300.00	
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	*Ea.*	$ 2,400.00	

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Commissioners Court - Regular Session **26.**

Meeting Date: 09/17/2019

Authorize awarding 1907-333 IFB O'Connor Drive Traffic Signals

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 1907-333 O'Connor Traffic Signals, to Champion Infrastructure, LLC and authorizing the execution of the agreement.

Background

Williamson County received 3 bids and the IFB was viewed by 53 suppliers. The Contractor's low bid is $37,465.00 below the Engineer's Estimate, a cost savings of 4.2%. In addition to meeting the bid qualifications subject to being low bidder, Champion Infrastructure LLC has successfully completed past projects for TXDOT throughout the State, including new construction traffic signals and received positive reviews from the references contacted. Based on the low bid of $853,503.50 and the previous work done for TXDOT, HNTB concurs with the Design Engineer's (Kimley Horn) recommendation of Award for O'Connor Traffic Signals contract to Champion Infrastructure in the amount of $853,503.50. Please note that there was a formula error on the Bid Form on BidSync as to where the line item for "Prep Right of Way" was not included in the tally of the BidSync spreadsheet. Hence the item was manually included in the tally on all submittals, in the case of the lowest bidding Contractor it was $7,200.00, thereby increasing their bid to $853,503.50. However, this did not affect the ranking order of the bids. Bob Daigh is the point of Contact and Funding Source- Road Bonds P329 was approved for FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tabulation Packet 1907-333

Recommendation Packet 1907-333

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/12/2019 11:43 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:45 AM
Form Started By: Johnny Grimaldo		Started On: 09/12/2019 07:51 AM
Final Approval Date: 09/12/2019		

Bid Tabulation Packet
for
Solicitation 1907-333

O'Connor Drive Traffic Signals

Bid Designation: Public

Williamson County, Texas

Bid #1907-333 - O'Connor Drive Traffic Signals

Creation Date	**Jul 16, 2019**	End Date	**Aug 20, 2019 10:00:00 AM CDT**
Start Date	**Jul 23, 2019 2:45:51 PM CDT**	Awarded Date	**Not Yet Awarded**

1907-333--01-01 Please attach all documents to this line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Champion Infrastructure LLC	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Siemens Mobility Inc	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Please see attached for sealed Bid Bond. Original will be sent on request. Please see attached for Exception to Boycott Israel			

1907-333--01-02 Total Bid Price

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Champion Infrastructure LLC	First Offer - $846,303.50	1 / each	$846,303.50	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** The electronic bid bond platform is not accepting our bid bond number from Surety 2000. The bond number our bonding company provided for this project is STX19414110. We have uploaded a paper bond from our bonding company as an alternative to the electronic bond not being accepted at this time. Please see attached. Thank you.			
Siemens Mobility Inc	First Offer - $919,919.60	1 / each	$919,919.60	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
ATSCC	First Offer - $965,720.78	1 / each	$965,720.78	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f Champion Infrastructure LLC $846,303.50 (2/2 items)

Bid Contact **Aaron Thompson**
aaron@championcivil.com
Ph 361-438-2425

Address **PO BOX 2984**
Georgetown, TX 78627

Bid Bond (Status: The owner assigned contractor number from the bond does not match the supplier identifier.)

Bid Notes **The electronic bid bond platform is not accepting our bid bond number from Surety 2000. The bond number our bonding company provided for this project is STX19414110. We have uploaded a paper bond from our bonding company as an alternative to the electronic bond not being accepted at this time. Please see attached. Thank you.**

Agency Notes:

Supplier Notes:
The electronic bid bond platform is not accepting our bid bond number from Surety 2000. The bond number our bonding company provided for this project is STX19414110. We have uploaded a paper bond from our bonding company as an

Head Attch:

alternative to the electronic bond not being accepted at this time. Please see attached. Thank you.

f Siemens Mobility Inc $919,919.60 (2/2 items)

Bid Contact **Ron Hohle**
dianajohnson@siemens.com
Ph 512-837-8495

Address **9225 Bee Cave Road**
Austin, TX 78733

Bid Notes **Please see attachment**

Agency Notes:

Supplier Notes:
Please see attachment

Head Attch:

ATSCC $965,720.78 (1/2 items)

Bid Contact **ED SCHROEDER**
eschroeder@atscc.com
Ph 512-255-9951
Fax 512-255-0146

Address **4615 PRIEM LANE**
PFLUGERVILLE, UT 84020

Agency Notes:

Supplier Notes:

**

Champion Infrastructure LLC

Bid Contact **Aaron Thompson**
aaron@championcivil.com
Ph 361-438-2425

Address **PO BOX 2984**
Georgetown, TX 78627

Bid Bond (Status: The owner assigned contractor number from the bond does not match the supplier identifier.)

Bid Notes **The electronic bid bond platform is not accepting our bid bond number from Surety 2000. The bond number our bonding company provided for this project is STX19414110. We have uploaded a paper bond from our bonding company as an alternative to the electronic bond not being accepted at this time. Please see attached. Thank you.**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1907-333--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each			**Y**
1907-333--01-02	Total Bid Price	**Supplier Product Code:** **Supplier Notes:** The electronic bid bond platform is not accepting our bid bond number from Surety 2000. The bond number our bonding company provided for this project is STX19414110. We have uploaded a paper bond from our bonding company as an alternative to the electronic bond not being accepted at this time. Please see attached. Thank you.	**First Offer -** $846,303.50	1 / each	**$846,303.50**	**Y**	**Y**

Supplier Total **$846,303.50**

Bid Bond from

Surety

Bid Bond Number

Bond Type

Bond Form

Bid Date

Bid ID

Security Percent %

Job Description

Agency ID

Name

Address , , ,

Phone

Contact Name

Bond Status

Execution Date

Executed By

, , ,

Cosigner

Contractor ID

Name

Contractor Tax ID

Assigned Contractor ID

Address , , ,

Phone

Name

Address , , ,

Surety ID

Name

NAIC Number

State of Incorporation

Contact

Address	, , ,
Phone	
Terror Rider	

Champion Infrastructure LLC

Item: **Total Bid Price**

Attachments

20190815_OConnor_Signals_BidForm_Addendum 1_081619.xlsx

20190815_OConnor_Signals_BidForm_Addendum 1_081619.pdf

20190815_OConnor_Signals_Bid Bond.pdf

Bid Bond signed.pdf

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** **Champion Infrastructure LLC**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	100 6001	PREPARING ROW	0.45	AC	$ 16,000.00	$ 7,200.00
2	416-6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	35	LF	$ 400.00	$ 14,000.00
3	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	93	LF	$ 500.00	$ 46,500.00
4	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	$ 700.00	$ 15,400.00
5	500-6001	MOBILIZATION	1	LS	$ 80,000.00	$ 80,000.00
6	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$ 4,200.00	$ 25,200.00
7	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	345	LF	$ 5.00	$ 1,725.00
8	506-6039	TEMP SEDMT CONT FENCE (INSTALL)	345	LF	$ 2.00	$ 690.00
9	531-6003	CONC SIDEWALKS (6")	30	SY	$ 250.00	$ 7,500.00
10	531-6004	CURB RAMPS (TY 1)	2	EA	$ 2,500.00	$ 5,000.00
11	531-6010	CURB RAMPS (TY 7)	2	EA	$ 2,500.00	$ 5,000.00
12	610-6007	REMOVE RD IL ASM (SHOE-BASE)	2	EA	$ 600.00	$ 1,200.00
13	618-6046	CONDT (PVC) (SCH 80) (2")	670	LF	$ 20.00	$ 13,400.00
14	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	790	LF	$ 30.00	$ 23,700.00
15	618-6053	CONDT (PVC) (SCH 80) (3")	685	LF	$ 20.00	$ 13,700.00
16	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	1,830	LF	$ 40.00	$ 73,200.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** **Champion Infrastructure LLC**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
17	620-6007	ELEC CONDR (NO.8) BARE	3,690	LF	$ 1.50	$ 5,535.00
18	620-6008	ELEC CONDR (NO.8) INSULATED	3,390	LF	$ 1.50	$ 5,085.00
19	620-6009	ELEC CONDR (NO.6) BARE	285	LF	$ 2.00	$ 570.00
20	620-6010	ELEC CONDR (NO.6) INSULATED	570	LF	$ 2.00	$ 1,140.00
21	624-6010	GROUND BOX TY D (162922)W/APRON	18	EA	$ 1,600.00	$ 28,800.00
22	628-6115	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	3	EA	$ 7,500.00	$ 22,500.00
23	636-6008	REPLACE EXISTING ALUMINUM SIGNS (TY G)	54	SF	$ 35.00	$ 1,890.00
24	644-6076	REMOVE SM RD SN SUP&AM	17	EA	$ 100.00	$ 1,700.00
25	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	27	LF	$ 4.50	$ 121.50
26	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	650	LF	$ 5.00	$ 3,250.00
27	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	184	LF	$ 14.00	$ 2,576.00
28	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	$ 300.00	$ 600.00
29	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	7	EA	$ 275.00	$ 1,925.00
30	666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	12	LF	$ 4.50	$ 54.00
31	666-6226	PAVEMENT SEALER 8"	39	LF	$ 4.00	$ 156.00
32	666-6228	PAVEMENT SEALER 12"	650	LF	$ 4.00	$ 2,600.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** **Champion Infrastructure LLC**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
33	666-6230	PAVEMENT SEALER 24"	184	LF	$ 8.00	$ 1,472.00
34	666-6231	PAVEMENT SEALER (ARROW)	2	EA	$ 400.00	$ 800.00
35	666-6232	PAVEMENT SEALER (WORD)	7	EA	$ 500.00	$ 3,500.00
36	677-6005	ELIM EXT PAV MRK & MRKS (12")	465	LF	$ 7.50	$ 3,487.50
37	677-6007	ELIM EXT PAV MRK & MRKS (24")	38	LF	$ 12.00	$ 456.00
38	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	$ 175.00	$ 175.00
39	677-6012	ELIM EXT PAV MRK & MRKS (WORD)	20	EA	$ 175.00	$ 3,500.00
40	678-6004	PAV SURF PREP FOR MRK (8")	39	LF	$ 1.00	$ 39.00
41	678-6006	PAV SURF PREP FOR MRK (12")	650	LF	$ 1.00	$ 650.00
42	678-6008	PAV SURF PREP FOR MRK (24")	184	LF	$ 2.00	$ 368.00
43	678-6009	PAV SURF PREP FOR MRK (ARROW)	2	EA	$ 100.00	$ 200.00
44	678-6016	PAV SURF PREP FOR MRK (WORD)	7	EA	$ 100.00	$ 700.00
45	680-6002	INSTALL HWY TRF SIG (ISOLATED)	3	EA	$ 28,500.00	$ 85,500.00
46	682-6001	VEH SIG SEC (12")LED(GRN)	25	EA	$ 225.00	$ 5,625.00
47	682-6002	VEH SIG SEC (12")LED(GRN ARW)	7	EA	$ 225.00	$ 1,575.00
48	682-6003	VEH SIG SEC (12")LED(YEL)	25	EA	$ 225.00	$ 5,625.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** **Champion Infrastructure LLC**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
49	682-6004	VEH SIG SEC (12")LED(YEL ARW)	14	EA	$ 225.00	$ 3,150.00
50	682-6005	VEH SIG SEC (12")LED(RED)	25	EA	$ 225.00	$ 5,625.00
51	682-6006	VEH SIG SEC (12")LED(RED ARW)	7	EA	$ 225.00	$ 1,575.00
52	682-6018	PED SIG SEC (LED)(COUNTDOWN)	20	EA	$ 650.00	$ 13,000.00
53	682-6023	BACK PLATE (12")(3 SEC)	25	EA	$ 75.00	$ 1,875.00
54	682-6024	BACK PLATE (12")(4 SEC)	7	EA	$ 100.00	$ 700.00
55	684-6030	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	1,309	LF	$ 2.00	$ 2,618.00
56	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	2,611	LF	$ 3.00	$ 7,833.00
57	684-6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	1,375	LF	$ 7.00	$ 9,625.00
58	684-6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	2,605	LF	$ 2.00	$ 5,210.00
59	686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	2	EA	$ 7,750.00	$ 15,500.00
60	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	$ 8,350.00	$ 8,350.00
61	686-6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	3	EA	$ 8,950.00	$ 26,850.00
62	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	2	EA	$ 9,250.00	$ 18,500.00
63	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	$ 9,550.00	$ 9,550.00
64	686-6049	INS TRF SIG PL AM(S)1 ARM(48')	1	EA	$ 8,950.00	$ 8,950.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** **Champion Infrastructure LLC**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
65	686-6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	1	EA	$ 24,500.00	$ 24,500.00
66	687-6001	PED POLE ASSEMBLY	8	EA	$ 2,250.00	$ 18,000.00
67	688-6001	PED DETECT PUSH BUTTON (APS)	20	EA	$ 750.00	$ 15,000.00
68	688-6003	PED DETECTOR CONTROLLER UNIT	3	EA	$ 2,850.00	$ 8,550.00
69	6002-6001	VIVDS PROCESSOR SYSTEM	3	EA	$ 5,500.00	$ 16,500.00
70	6002-6002	VIVDS CAMERA ASSEMBLY	12	EA	$ 1,325.00	$ 15,900.00
71	6002-6003	VIVDS SET-UP SYSTEM	3	EA	$ 375.00	$ 1,125.00
72	6002-6004	VIVDS CENTRAL CONTROL	3	EA	$ 3,250.00	$ 9,750.00
73	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	1,973	LF	$ 2.00	$ 3,946.00
74	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	3	EA	$ 6,500.00	$ 19,500.00
75	6061-6001	GPS COMMUNICATIONS UNIT	3	EA	$ 1,650.00	$ 4,950.00
76	WC9012	OPTICOM DETECTOR - GTT MODEL 722	6	EA	$ 1,750.00	$ 10,500.00
77	WC9013	OPTICOM PHASE SELECTOR - GTT MODEL 764	3	EA	$ 3,500.00	$ 10,500.00
78	WC9014	OPTICOM CARD RACK - GTT MODEL 760	3	EA	$ 1,250.00	$ 3,750.00
79	WC9015	OPTICOM CABLE - GTT MODEL 138	1,021	LF	$ 1.50	$ 1,531.50

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1907-333 O'Connor Drive Signals **BIDDER:** Champion Infrastructure LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
80	999-WC01	FORCE ACCOUNT	25,000	DOL	$ 1.00	$ 25,000.00

TOTAL AMOUNT OF BID

_____ **Dollars and** _____ **Cents** $ 846,303.50

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID ITEMS FOR PROJECT CONSTRUCTION MANUAL						HOW TO CALCULATE FORCE ACCOUNT ITEMS							
BID ITEM NO.	*BID ITEM DESCRIPTION*	*FORCE ACCOUNT BID ITEM QUANTITY*	*UNIT MEASURE*	*UNIT COST*	*FORCE ACCOUNT TOTAL COST*	*NO. OF TRAFFIC LANE*	*TRAFFIC LANE LENGTH*	*TOTAL TRAFFIC LANES (MI)*	*TOTAL TRAFFIC LANES (0.1 MI)*	*PERCENT TO ASSUME*	*SCHEDULE 1 & 2*	*SCHEDULE 3*	*FORCE ACCOUNT COST*
585-WC01	Estimated Ride Quality Bonus/Penalty	9,500	DOL	$1	$9,500.00	2	5546.08	2.101	21.008	75%	$600	$300	$9,454
BID ITEM NO.	*BID ITEM DESCRIPTION*	*FORCE ACCOUNT BID ITEM QUANTITY*	*UNIT MEASURE*	*UNIT COST*	*FORCE ACCOUNT TOTAL COST*	*ENGINEERS UNIT COST*	*ENGINEERS QUANTITY*	*MAX PRODUCTION FACTOR*	*MAX PLACEMENT FACTOR*	*PERCENT TO ASSUME*	*FORCE ACCOUNT PRODUCTION COST*	*FORCE ACCOUNT PLACEMENT COST*	*FORCE ACCOUNT TOTAL COST*
341-WC01	Estimated Placement and Production Bonus/Penalty (Ty B)	42,200	DOL	$1	$42,200.00	$91.92	6118	1.05	1.05	75%	$21,088.75	$21,088.75	$42,177.49
341-WC02	Estimated Placement and Production Bonus/Penalty (Ty C Surface)	33,200	DOL	$1	$33,200.00	$108.39	4077	1.05	1.05	75%	$16,571.48	$16,571.48	$33,142.95

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1907-333 O'Connor Drive Signals **BIDDER:** Champion Infrastructure LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	100 6001	PREPARING ROW	0.45	AC	$ 16,000.00	$ 7,200.00
2	416-6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	35	LF	$ 400.00	$ 14,000.00
3	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	93	LF	$ 500.00	$ 46,500.00
4	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	$ 700.00	$ 15,400.00
5	500-6001	MOBILIZATION	1	LS	$ 80,000.00	$ 80,000.00
6	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$ 4,200.00	$ 25,200.00
7	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	345	LF	$ 5.00	$ 1,725.00
8	506-6039	TEMP SEDMT CONT FENCE (INSTALL)	345	LF	$ 2.00	$ 690.00
9	531-6003	CONC SIDEWALKS (6")	30	SY	$ 250.00	$ 7,500.00
10	531-6004	CURB RAMPS (TY 1)	2	EA	$ 2,500.00	$ 5,000.00
11	531-6010	CURB RAMPS (TY 7)	2	EA	$ 2,500.00	$ 5,000.00
12	610-6007	REMOVE RD IL ASM (SHOE-BASE)	2	EA	$ 600.00	$ 1,200.00
13	618-6046	CONDT (PVC) (SCH 80) (2")	670	LF	$ 20.00	$ 13,400.00
14	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	790	LF	$ 30.00	$ 23,700.00
15	618-6053	CONDT (PVC) (SCH 80) (3")	685	LF	$ 20.00	$ 13,700.00
16	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	1,830	LF	$ 40.00	$ 73,200.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1907-333 O'Connor Drive Signals **BIDDER:** Champion Infrastructure LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
17	620-6007	ELEC CONDR (NO.8) BARE	3,690	LF	$ 1.50	$ 5,535.00
18	620-6008	ELEC CONDR (NO.8) INSULATED	3,390	LF	$ 1.50	$ 5,085.00
19	620-6009	ELEC CONDR (NO.6) BARE	285	LF	$ 2.00	$ 570.00
20	620-6010	ELEC CONDR (NO.6) INSULATED	570	LF	$ 2.00	$ 1,140.00
21	624-6010	GROUND BOX TY D (162922)W/APRON	18	EA	$ 1,600.00	$ 28,800.00
22	628-6115	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	3	EA	$ 7,500.00	$ 22,500.00
23	636-6008	REPLACE EXISTING ALUMINUM SIGNS (TY G)	54	SF	$ 35.00	$ 1,890.00
24	644-6076	REMOVE SM RD SN SUP&AM	17	EA	$ 100.00	$ 1,700.00
25	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	27	LF	$ 4.50	$ 121.50
26	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	650	LF	$ 5.00	$ 3,250.00
27	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	184	LF	$ 14.00	$ 2,576.00
28	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	$ 300.00	$ 600.00
29	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	7	EA	$ 275.00	$ 1,925.00
30	666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	12	LF	$ 4.50	$ 54.00
31	666-6226	PAVEMENT SEALER 8"	39	LF	$ 4.00	$ 156.00
32	666-6228	PAVEMENT SEALER 12"	650	LF	$ 4.00	$ 2,600.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1907-333 O'Connor Drive Signals **BIDDER:** Champion Infrastructure LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
33	666-6230	PAVEMENT SEALER 24"	184	LF	$ 8.00	$ 1,472.00
34	666-6231	PAVEMENT SEALER (ARROW)	2	EA	$ 400.00	$ 800.00
35	666-6232	PAVEMENT SEALER (WORD)	7	EA	$ 500.00	$ 3,500.00
36	677-6005	ELIM EXT PAV MRK & MRKS (12")	465	LF	$ 7.50	$ 3,487.50
37	677-6007	ELIM EXT PAV MRK & MRKS (24")	38	LF	$ 12.00	$ 456.00
38	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	$ 175.00	$ 175.00
39	677-6012	ELIM EXT PAV MRK & MRKS (WORD)	20	EA	$ 175.00	$ 3,500.00
40	678-6004	PAV SURF PREP FOR MRK (8")	39	LF	$ 1.00	$ 39.00
41	678-6006	PAV SURF PREP FOR MRK (12")	650	LF	$ 1.00	$ 650.00
42	678-6008	PAV SURF PREP FOR MRK (24")	184	LF	$ 2.00	$ 368.00
43	678-6009	PAV SURF PREP FOR MRK (ARROW)	2	EA	$ 100.00	$ 200.00
44	678-6016	PAV SURF PREP FOR MRK (WORD)	7	EA	$ 100.00	$ 700.00
45	680-6002	INSTALL HWY TRF SIG (ISOLATED)	3	EA	$ 28,500.00	$ 85,500.00
46	682-6001	VEH SIG SEC (12")LED(GRN)	25	EA	$ 225.00	$ 5,625.00
47	682-6002	VEH SIG SEC (12")LED(GRN ARW)	7	EA	$ 225.00	$ 1,575.00
48	682-6003	VEH SIG SEC (12")LED(YEL)	25	EA	$ 225.00	$ 5,625.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1907-333 O'Connor Drive Signals **BIDDER:** Champion Infrastructure LLC

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
49	682-6004	VEH SIG SEC (12")LED(YEL ARW)	14	EA	$ 225.00	$ 3,150.00
50	682-6005	VEH SIG SEC (12")LED(RED)	25	EA	$ 225.00	$ 5,625.00
51	682-6006	VEH SIG SEC (12")LED(RED ARW)	7	EA	$ 225.00	$ 1,575.00
52	682-6018	PED SIG SEC (LED)(COUNTDOWN)	20	EA	$ 650.00	$ 13,000.00
53	682-6023	BACK PLATE (12")(3 SEC)	25	EA	$ 75.00	$ 1,875.00
54	682-6024	BACK PLATE (12")(4 SEC)	7	EA	$ 100.00	$ 700.00
55	684-6030	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	1,309	LF	$ 2.00	$ 2,618.00
56	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	2,611	LF	$ 3.00	$ 7,833.00
57	684-6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	1,375	LF	$ 7.00	$ 9,625.00
58	684-6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	2,605	LF	$ 2.00	$ 5,210.00
59	686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	2	EA	$ 7,750.00	$ 15,500.00
60	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	$ 8,350.00	$ 8,350.00
61	686-6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	3	EA	$ 8,950.00	$ 26,850.00
62	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	2	EA	$ 9,250.00	$ 18,500.00
63	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	$ 9,550.00	$ 9,550.00
64	686-6049	INS TRF SIG PL AM(S)1 ARM(48')	1	EA	$ 8,950.00	$ 8,950.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1907-333 O'Connor Drive Signals **BIDDER:** Champion Infrastructure LLC

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
65	686-6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	1	EA	$ 24,500.00	$ 24,500.00
66	687-6001	PED POLE ASSEMBLY	8	EA	$ 2,250.00	$ 18,000.00
67	688-6001	PED DETECT PUSH BUTTON (APS)	20	EA	$ 750.00	$ 15,000.00
68	688-6003	PED DETECTOR CONTROLLER UNIT	3	EA	$ 2,850.00	$ 8,550.00
69	6002-6001	VIVDS PROCESSOR SYSTEM	3	EA	$ 5,500.00	$ 16,500.00
70	6002-6002	VIVDS CAMERA ASSEMBLY	12	EA	$ 1,325.00	$ 15,900.00
71	6002-6003	VIVDS SET-UP SYSTEM	3	EA	$ 375.00	$ 1,125.00
72	6002-6004	VIVDS CENTRAL CONTROL	3	EA	$ 3,250.00	$ 9,750.00
73	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	1,973	LF	$ 2.00	$ 3,946.00
74	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	3	EA	$ 6,500.00	$ 19,500.00
75	6061-6001	GPS COMMUNICATIONS UNIT	3	EA	$ 1,650.00	$ 4,950.00
76	WC9012	OPTICOM DETECTOR - GTT MODEL 722	6	EA	$ 1,750.00	$ 10,500.00
77	WC9013	OPTICOM PHASE SELECTOR - GTT MODEL 764	3	EA	$ 3,500.00	$ 10,500.00
78	WC9014	OPTICOM CARD RACK - GTT MODEL 760	3	EA	$ 1,250.00	$ 3,750.00
79	WC9015	OPTICOM CABLE - GTT MODEL 138	1,021	LF	$ 1.50	$ 1,531.50

[1]Refer to the Technical Specifications section for a description of the specific reference number.

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WILLIAMSON COUNTY, TEXAS

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
80	999-WC01	FORCE ACCOUNT	25,000	DOL	$ 1.00	$ 25,000.00

TOTAL AMOUNT OF BID

_____ **Dollars and** _____ **Cents** $ 846,303.50

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

[1]Refer to the Technical Specifications section for a description of the specific reference number.

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Champion Infrastructure LLC
(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, Texas
(Here insert full name and address or legal title of Corporation

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

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
O'Conner Drive Traffic Signals
(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 20th day of August , 20 19

Champion Infrastructure LLC
(Principal) *(Seal)*

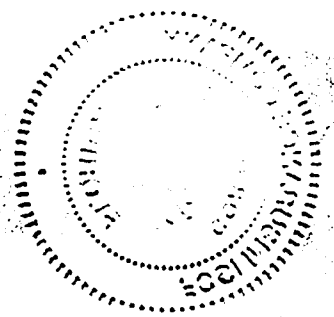
(Witness)

(Title)

FCCI Insurance Company
(Surety) *(Seal)*

(Witness)

April M Terbay Attorney-In-Fact



FCCI INSURANCE GROUP
More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Sheila P Noxon; Patrick L Watkins; James F Siddons; April M Terbay; Joy Roberson

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

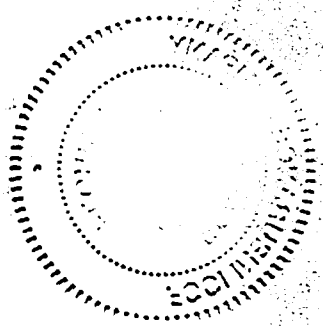
I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney,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

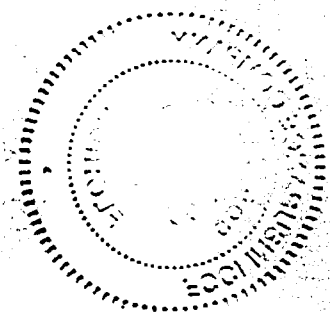
Dated this 20th day of August, 2019

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

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

HEAT SENSITIVE SHIELD • FADES WITH HEAT OR TOUCH •
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IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

1-BD-TX-21690-NTP-07 15
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AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Champion Infrastructure LLC

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,
FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

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

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

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

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
O'Conner Drive Traffic Signals

(Here insert full name and address description of project)

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

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

Stephanie Lynch
(Witness)

Champion Infrastructure LLC
(Principal) (Seal)

(Title)

Stephanie McDonald
(Witness)

FCCI Insurance Company
(Surety) (Seal)

April M Terbay Attorney-In-Fact

Supplier: **Champion Infrastructure 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: Location:
TXDOT - Harris County Houston, TX

Contact Name: Title:
Michael Awa, P.E. Engineer

Phone: E-mail
713-802-5661

Contract Date To: Contract Date From: Contract Value: $
4/2018 8/2018 $311,000

Scope of Work:
Repair and replace illumination, run conduit and connect service on Houston Ship Channel bridge.

Reference 2

Client Name: Location:
TXDOT - Nueces County San Antonio/Corpus Christi

Contact Name: Title:
Robert Isassi Area Engineer

Phone: E-mail
361.364.6419 Robert.Isassi@txdot.gov

Contract Date To: Contract Date From: Contract Value: $
8/2019 6/2020 $1,850,000

Scope of Work:
Remove and replace large signs and sign structures and small signs.

Reference 3

Client Name: **TXDOT - Travis County Austin/Georgetown**

Location:

Contact Name: **Victor Vargas**

Title: **Area Engineer**

Phone: **(512) 832-9599**

E-mail **victor.vargas@txdot.gov**

Contract Date To: **4/2019**

Contract Date From: **2/2020**

Contract Value: $ **$2,000,000**

Scope of Work:
Traffic signals new construction.

Supplier: **Champion Infrastructure LLC**

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below 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 (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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Champion Infrastructure LLC
Name of Firm

Aaron Thompson **Member**
Signature of Certifying Official Title of Certifying Official

Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

aaron@championcivil.com

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Champion Infrastructure LLC**

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF FORM SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required within 30 days of each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number: Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., RFP-DE-90-001.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (Planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Supplier: **Champion Infrastructure 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.**

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

aaron@championcivil.com
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **Champion Infrastructure LLC**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1907-333
O'Connor Drive Traffic Signals

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 20, 2019 10:00:00 AM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Aug 20, 2019 10:00:00 AM 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: **Champion Infrastructure 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:	**Champion Infrastructure LLC**
Address of Bidder:	**PO BOX 2984**
Email:	**aaron@championcivil.com**
Telephone:	**3614382425**
Printed Name of Person Submitting Affidavit:	**Aaron Thompson**
Signature of Person Submitting Affidavit:	**Aaron Thompson**

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 **Aaron Thompson**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Aaron Thompson**, (*Name of Signer*) am a duly authorized officer of/agent for **Champion Infrastructure LLC**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Champion Infrastructure LLC**(*Name of Bidder*).

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

Notary Public in and for

The State of **Texas**

The County of **Williamson**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Siemens Mobility Inc

Bid Contact **Ron Hohle**
dianajohnson@siemens.com
Ph 512-837-8495

Address **9225 Bee Cave Road**
Austin, TX 78733

Bid Notes **Please see attachment**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1907-333--01-01	Please attach all documents to this line	**Supplier Product Code:** **Supplier Notes:** Please see attached for sealed Bid Bond. Original will be sent on request. Please see attached for Exception to Boycott Israel	**First Offer -**	1 / each		**Y**	**Y**
1907-333--01-02	Total Bid Price	**Supplier Product Code:**	**First Offer -** $919,919.60	1 / each	**$919,919.60**	**Y**	**Y**

Supplier Total **$919,919.60**

Siemens Mobility Inc

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

Attachments

BidBond_SMI.pdf

Bid_1907-333 - OConnor Drive Traffic Signals_Exception.docx

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 79434-CHU-19-146

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Siemens Mobility, Inc.
9225 Bee Cave Rd., Bldg B, STE 101
Austin, TX 78733

SURETY:
(Name, legal status and principal place of business)

Federal Insurance Company
202B Halls Mill Road
Whitehouse Station, NJ 08889-3454
State of Inc: Indiana

OWNER:
(Name, legal status and address)

Williamson County
100 Wilco Way, STE P101
Georgetown, TX 78626

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)

Traffic and Pedestrian Signals and Related Signing and Pavement Markings for Four (4) Intersections - 1907-333

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an exten sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of August , 2019

(Witness) Josh Spradlin	Siemens Mobility, Inc. Craig Dillaway (Principal) (Seal)
	DIRECTOR OF FINANCE (Title)
(Witness) April Perez	Federal Insurance Company (Surety) (Seal)
	(Title) Jessica Iannotta, Attorney-in-Fact

State of NJ
County of Morris } ss:

On August 13, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Jessica Iannotta

known to me to be Attorney-in-Fact of Federal Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 4/21/2021

Kristin S. Bender Notary Public

KRISTIN S BENDER
NOTARY PUBLIC-STATE OF NEW JERSEY
MY COMMISSION EXPIRES
APRIL 21, 2021

BidSync

Williamson County, Texas

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Annette Audinot, Kristin S. Bender, Jessica Iannotta, Kelly O'Malley and April D. Perez of Morristown, New Jersey; Megan Schlueter of Raleigh, North Carolina----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 7th day of **January, 2019.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 7th day of **January, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316665
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 13, 2019

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2018

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (360,335)	Outstanding Losses and Loss Expenses	$ 6,523,482
United States Government, State and Municipal Bonds	5,738,426	Reinsurance Payable on Losses and Expenses	1,490,981
Other Bonds	3,916,616	Unearned Premiums	1,914,190
Stocks	100,774	Ceded Reinsurance Premiums Payable	405,271
Other Invested Assets	959,127	Other Liabilities	565,865
TOTAL INVESTMENTS	10,354,608	TOTAL LIABILITIES	10,899,789
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	384,987	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	333,743	Unassigned Funds	2,057,388
Chubb Indemnity Ins. Co.	176,202		
Chubb National Ins. Co.	176,647	SURPLUS TO POLICYHOLDERS	4,789,842
Chubb European Inv. Holdings, SLP	120,469		
Other Affiliates	99,299		
Premiums Receivable	1,281,368		
Other Assets	2,762,308		
TOTAL ADMITTED ASSETS	$ 15,689,631	TOTAL LIABILITIES AND SURPLUS	$ 15,689,631

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2018, investments with a carrying value of $566,806,856 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

Sworn before me this March 19, 2019

Senior Vice President

Diane Wright
Notary Public

August 8, 2019
My commission expires

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

BidSync

Williamson County, Texas

8/20/2019

POLICYHOLDER INFORMATION NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may send information to Chubb at:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Usted puede enviar información a Chubb en:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 490-1007
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resueve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

BidSync
Williamson County, Texas
1907-333
p. 46

SIEMENS
Ingenuity for life

August 20, 2019

Re: Bid #1907-333 - O'Connor Drive Traffic Signals

Hello,

Siemens Mobility Inc prior to award is unable to sign documents pertaining to boycott isreal items. If SMI is selected for award, our legal exexutive team will review for compliance with our company policies.

Siemens Moblity Inc., Intelligent Traffic Systems
9225 Bee Cave Rd, Building B, Ste 101
Austin, Texas 78733

A Siemens Industry Business,
Mobility and Logistics Division

Tel.: 512.837.8300
Fax: 512.837.0196
www.usa.siemens.com/mobility

Siemens Mobility Inc

Item: **Total Bid Price**

Attachments

20190815_OConnor_Signals·ConstructionManual·BidForm _Siemens.xlsx

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1907-333 O'Connor Drive Signals **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	100 6001	PREPARING ROW	0.45	AC	$ 6,689.00	$ 3,010.05
2	416-6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	35	LF	$ 328.50	$ 11,497.50
3	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	93	LF	$ 417.70	$ 38,846.10
4	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	$ 734.30	$ 16,154.60
5	500-6001	MOBILIZATION	1	LS	$ 90,122.60	$ 90,122.60
6	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$ 3,344.50	$ 20,067.00
7	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	345	LF	$ 11.10	$ 3,829.50
8	506-6039	TEMP SEDMT CONT FENCE (INSTALL)	345	LF	$ 10.00	$ 3,450.00
9	531-6003	CONC SIDEWALKS (6")	30	SY	$ 76.50	$ 2,295.00
10	531-6004	CURB RAMPS (TY 1)	2	EA	$ 1,662.20	$ 3,324.40
11	531-6010	CURB RAMPS (TY 7)	2	EA	$ 1,773.70	$ 3,547.40
12	610-6007	REMOVE RD IL ASM (SHOE-BASE)	2	EA	$ 1,132.90	$ 2,265.80
13	618-6046	CONDT (PVC) (SCH 80) (2")	670	LF	$ 26.10	$ 17,487.00
14	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	790	LF	$ 66.60	$ 52,614.00
15	618-6053	CONDT (PVC) (SCH 80) (3")	685	LF	$ 26.10	$ 17,878.50
16	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	1,830	LF	$ 66.60	$ 121,878.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
17	620-6007	ELEC CONDR (NO.8) BARE	3,690	LF	$ 2.20	$ 8,118.00
18	620-6008	ELEC CONDR (NO.8) INSULATED	3,390	LF	$ 2.20	$ 7,458.00
19	620-6009	ELEC CONDR (NO.6) BARE	285	LF	$ 2.30	$ 655.50
20	620-6010	ELEC CONDR (NO.6) INSULATED	570	LF	$ 2.50	$ 1,425.00
21	624-6010	GROUND BOX TY D (162922)W/APRON	18	EA	$ 1,911.10	$ 34,399.80
22	628-6115	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	3	EA	$ 4,421.60	$ 13,264.80
23	636-6008	REPLACE EXISTING ALUMINUM SIGNS (TY G)	54	SF	$ 34.90	$ 1,884.60
24	644-6076	REMOVE SM RD SN SUP&AM	17	EA	$ 107.70	$ 1,830.90
25	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	27	LF	$ 0.90	$ 24.30
26	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	650	LF	$ 3.40	$ 2,210.00
27	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	184	LF	$ 6.70	$ 1,232.80
28	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	$ 132.70	$ 265.40
29	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	7	EA	$ 163.30	$ 1,143.10
30	666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	12	LF	$ 1.30	$ 15.60
31	666-6226	PAVEMENT SEALER 8"	39	LF	$ 0.40	$ 15.60
32	666-6228	PAVEMENT SEALER 12"	650	LF	$ 1.10	$ 715.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
33	666-6230	PAVEMENT SEALER 24"	184	LF	$ 2.30	$ 423.20
34	666-6231	PAVEMENT SEALER (ARROW)	2	EA	$ 38.80	$ 77.60
35	666-6232	PAVEMENT SEALER (WORD)	7	EA	$ 41.70	$ 291.90
36	677-6005	ELIM EXT PAV MRK & MRKS (12")	465	LF	$ 1.80	$ 837.00
37	677-6007	ELIM EXT PAV MRK & MRKS (24")	38	LF	$ 3.40	$ 129.20
38	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	$ 55.80	$ 55.80
39	677-6012	ELIM EXT PAV MRK & MRKS (WORD)	20	EA	$ 65.80	$ 1,316.00
40	678-6004	PAV SURF PREP FOR MRK (8")	39	LF	$ 0.20	$ 7.80
41	678-6006	PAV SURF PREP FOR MRK (12")	650	LF	$ 0.50	$ 325.00
42	678-6008	PAV SURF PREP FOR MRK (24")	184	LF	$ 1.20	$ 220.80
43	678-6009	PAV SURF PREP FOR MRK (ARROW)	2	EA	$ 19.50	$ 39.00
44	678-6016	PAV SURF PREP FOR MRK (WORD)	7	EA	$ 23.80	$ 166.60
45	680-6002	INSTALL HWY TRF SIG (ISOLATED)	3	EA	$ 23,730.10	$ 71,190.30
46	682-6001	VEH SIG SEC (12")LED(GRN)	25	EA	$ 170.90	$ 4,272.50
47	682-6002	VEH SIG SEC (12")LED(GRN ARW)	7	EA	$ 170.90	$ 1,196.30
48	682-6003	VEH SIG SEC (12")LED(YEL)	25	EA	$ 170.90	$ 4,272.50

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
49	682-6004	VEH SIG SEC (12")LED(YEL ARW)	14	EA	$ 170.90	$ 2,392.60
50	682-6005	VEH SIG SEC (12")LED(RED)	25	EA	$ 170.90	$ 4,272.50
51	682-6006	VEH SIG SEC (12")LED(RED ARW)	7	EA	$ 170.90	$ 1,196.30
52	682-6018	PED SIG SEC (LED)(COUNTDOWN)	20	EA	$ 315.80	$ 6,316.00
53	682-6023	BACK PLATE (12")(3 SEC)	25	EA	$ 95.10	$ 2,377.50
54	682-6024	BACK PLATE (12")(4 SEC)	7	EA	$ 107.40	$ 751.80
55	684-6030	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	1,309	LF	$ 2.60	$ 3,403.40
56	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	2,611	LF	$ 2.70	$ 7,049.70
57	684-6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	1,375	LF	$ 4.00	$ 5,500.00
58	684-6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	2,605	LF	$ 2.50	$ 6,512.50
59	686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	2	EA	$ 8,433.00	$ 16,866.00
60	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	$ 8,866.60	$ 8,866.60
61	686-6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	3	EA	$ 9,528.80	$ 28,586.40
62	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	2	EA	$ 10,142.00	$ 20,284.00
63	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	$ 10,247.90	$ 10,247.90
64	686-6049	INS TRF SIG PL AM(S)1 ARM(48')	1	EA	$ 9,823.10	$ 9,823.10

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: **1907-333 O'Connor Drive Signals** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
65	686-6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	1	EA	$ 32,841.20	$ 32,841.20
66	687-6001	PED POLE ASSEMBLY	8	EA	$ 1,229.60	$ 9,836.80
67	688-6001	PED DETECT PUSH BUTTON (APS)	20	EA	$ 497.90	$ 9,958.00
68	688-6003	PED DETECTOR CONTROLLER UNIT	3	EA	$ 2,445.10	$ 7,335.30
69	6002-6001	VIVDS PROCESSOR SYSTEM	3	EA	$ 10,337.70	$ 31,013.10
70	6002-6002	VIVDS CAMERA ASSEMBLY	12	EA	$ 1,748.30	$ 20,979.60
71	6002-6003	VIVDS SET-UP SYSTEM	3	EA	$ 334.40	$ 1,003.20
72	6002-6004	VIVDS CENTRAL CONTROL	3	EA	$ 10,337.70	$ 31,013.10
73	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	1,973	LF	$ 4.40	$ 8,681.20
74	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	3	EA	$ 5,997.40	$ 17,992.20
75	6061-6001	GPS COMMUNICATIONS UNIT	3	EA	$ 689.20	$ 2,067.60
76	WC9012	OPTICOM DETECTOR - GTT MODEL 722	6	EA	$ 1,306.00	$ 7,836.00
77	WC9013	OPTICOM PHASE SELECTOR - GTT MODEL 764	3	EA	$ 3,658.30	$ 10,974.90
78	WC9014	OPTICOM CARD RACK - GTT MODEL 760	3	EA	$ 414.30	$ 1,242.90
79	WC9015	OPTICOM CABLE - GTT MODEL 138	1,021	LF	$ 2.90	$ 2,960.90

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1907-333 O'Connor Drive Signals **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
80	999-WC01	FORCE ACCOUNT	25,000	DOL	$ 1.00	$ 25,000.00

TOTAL AMOUNT OF BID

_____ **Dollars and** _____ **Cents** $ 919,919.60

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID ITEMS FOR PROJECT CONSTRUCTION MANUAL						HOW TO CALCULATE FORCE ACCOUNT ITEMS							
BID ITEM NO.	*BID ITEM DESCRIPTION*	*FORCE ACCOUNT BID ITEM QUANTITY*	*UNIT MEASURE*	*UNIT COST*	*FORCE ACCOUNT TOTAL COST*	*NO. OF TRAFFIC LANE*	*TRAFFIC LANE LENGTH*	*TOTAL TRAFFIC LANES (MI)*	*TOTAL TRAFFIC LANES (0.1 MI)*	*PERCENT TO ASSUME*	*SCHEDULE 1 & 2*	*SCHEDULE 3*	*FORCE ACCOUNT COST*
585-WC01	Estimated Ride Quality Bonus/Penalty	9,500	DOL	$1	$9,500.00	2	5546.08	2.101	21.008	75%	$600	$300	$9,454
BID ITEM NO.	*BID ITEM DESCRIPTION*	*FORCE ACCOUNT BID ITEM QUANTITY*	*UNIT MEASURE*	*UNIT COST*	*FORCE ACCOUNT TOTAL COST*	*ENGINEERS UNIT COST*	*ENGINEERS QUANTITY*	*MAX PRODUCTION FACTOR*	*MAX PLACEMENT FACTOR*	*PERCENT TO ASSUME*	*FORCE ACCOUNT PRODUCTION COST*	*FORCE ACCOUNT PLACEMENT COST*	*FORCE ACCOUNT TOTAL COST*
341-WC01	Estimated Placement and Production Bonus/Penalty (Ty B)	42,200	DOL	$1	$42,200.00	$91.92	6118	1.05	1.05	75%	$21,088.75	$21,088.75	$42,177.49
341-WC02	Estimated Placement and Production Bonus/Penalty (Ty C Surface)	33,200	DOL	$1	$33,200.00	$108.39	4077	1.05	1.05	75%	$16,571.48	$16,571.48	$33,142.95

Supplier: **Siemens Mobility 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: **City of Abilene**
Location: **Abilene, TX**

Contact Name: **James Rogge**
Title: **Traffic Engineer**

Phone: **325-676-6279**
E-mail **james.rogge@abilenetx.gov**

Contract Date To: **December 2018**
Contract Date From: **October 2017**
Contract Value: $ **1.8M**

Scope of Work:
Traffic Intersection Upgrades at 45 locations including New Intersection

Reference 2

Client Name: **City of Corpus Christi**
Location: **Corpus Christi, TX**

Contact Name: **Kent Power**
Title: **Construction Manger, City of Corpus Christi**

Phone: **210.889.8143**
E-mail **KentP@cctexas.com**

Contract Date To: **August 2019**
Contract Date From: **April 2019**
Contract Value: $ **3.2M**

Scope of Work:
Installation of 9 fully functioning Traffic Signal Intersections

Reference 3

Client Name:
Harris County

Location:
Harris county, Tx

Contact Name:
Rick Goodman

Title:
Head of Traffic Engineering

Phone:
17134921902

E-mail
Rick.Goodman@eng.hctx.net

Contract Date To:
2018

Contract Date From:
2013

Contract Value: $
1.8M p/y

Scope of Work:
Emergency and Preventative Maintenance and on call repairs for Harris County, >800 intersections

Supplier: **Siemens Mobility Inc**

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below 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 (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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Siemens Mobility Inc
Name of Firm

William Tucker **Operations Manager**
Signature of Certifying Official Title of Certifying Official

William Tucker **8/16/2019**
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Siemens Mobility Inc**

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF FORM SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required within 30 days of each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number: Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., RFP-DE-90-001.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (Planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Supplier: **Siemens Mobility 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.**

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: **Siemens Mobility Inc**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1907-333
O'Connor Drive Traffic Signals

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 20, 2019 10:00:00 AM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Aug 20, 2019 10:00:00 AM 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: **Siemens Mobility 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:	**Siemens Mobility Inc**
Address of Bidder:	**9225 Bee Cave Road, Bld B Suite 101, Austin TX, 78733**
Email:	**michelle.flynn@siemens.com**
Telephone:	**9787353183**
Printed Name of Person Submitting Affidavit:	**William Tucker**
Signature of Person Submitting Affidavit:	**William Tucker**

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.

ATSCC

Bid Contact **ED SCHROEDER**
eschroeder@atscc.com
Ph 512-255-9951
Fax 512-255-0146

Address **4615 PRIEM LANE**
PFLUGERVILLE, UT 84020

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1907-333--01-01	Please attach all documents to this line				No Bids		
1907-333--01-02	Total Bid Price	**Supplier Product Code:** **First Offer -**	$965,720.78	1 / each	**$965,720.78**	**Y**	**Y**

ATSCC

Item: **Total Bid Price**

Attachments

Austin Traffic Signal Construction Co,. INC submittal.pdf

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	100 6001	PREPARING ROW	0.45	AC	$15,000.00	$6,750.00
2	416-6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	35	LF	$325.00	$11,375.00
3	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	93	LF	$375.00	$34,875.00
4	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	$450.00	$9,900.00
5	500-6001	MOBILIZATION	1	LS	$70,000.00	$70,000.00
6	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$5,000.00	$30,000.00
7	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	345	LF	$9.00	$3,105.00
8	506-6039	TEMP SEDMT CONT FENCE (INSTALL)	345	LF	$3.00	$1,035.00
9	531-6003	CONC SIDEWALKS (6")	30	SY	$325.00	$9,750.00
10	531-6004	CURB RAMPS (TY 1)	2	EA	$4,500.00	$9,000.00
11	531-6010	CURB RAMPS (TY 7)	2	EA	$5,000.00	$10,000.00
12	610-6007	REMOVE RD IL ASM (SHOE-BASE)	2	EA	$1,200.00	$2,400.00
13	618-6046	CONDT (PVC) (SCH 80) (2")	670	LF	$40.00	$26,800.00
14	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	790	LF	$60.00	$47,400.00
15	618-6053	CONDT (PVC) (SCH 80) (3")	685	LF	$50.00	$34,250.00
16	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	1,830	LF	$65.00	$118,950.00
17	620-6007	ELEC CONDR (NO.8) BARE	3,690	LF	$1.60	$5,904.00
18	620-6008	ELEC CONDR (NO.8) INSULATED	3,390	LF	$1.70	$5,763.00
19	620-6009	ELEC CONDR (NO.6) BARE	285	LF	$3.00	$855.00
20	620-6010	ELEC CONDR (NO.6) INSULATED	570	LF	$4.00	$2,280.00
21	624-6010	GROUND BOX TY D (162922)W/APRON	18	EA	$2,200.00	$39,600.00
22	628-6115	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	3	EA	$6,800.00	$20,400.00
23	636-6008	REPLACE EXISTING ALUMINUM SIGNS (TY G)	54	SF	$30.00	$1,620.00
24	644-6076	REMOVE SM RD SN SUP&AM	17	EA	$75.00	$1,275.00
25	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	27	LF	$4.00	$108.00
26	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	650	LF	$4.00	$2,600.00
27	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	184	LF	$7.00	$1,288.00
28	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	$525.00	$1,050.00
29	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	7	EA	$158.00	$1,106.00
30	666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	12	LF	$4.00	$48.00
31	666-6226	PAVEMENT SEALER 8"	39	LF	$1.00	$39.00
32	666-6228	PAVEMENT SEALER 12"	650	LF	$1.60	$1,040.00
33	666-6230	PAVEMENT SEALER 24"	184	LF	$2.30	$423.20
34	666-6231	PAVEMENT SEALER (ARROW)	2	EA	$58.00	$116.00
35	666-6232	PAVEMENT SEALER (WORD)	7	EA	$68.00	$476.00
36	677-6005	ELIM EXT PAV MRK & MRKS (12")	466	LF	$4.00	$1,860.00
37	677-6007	ELIM EXT PAV MRK & MRKS (24")	38	LF	$42.00	$1,596.00
38	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	$420.00	$420.00
39	677-6012	ELIM EXT PAV MRK & MRKS (WORD)	20	EA	$400.00	$8,000.00
40	678-6004	PAV SURF PREP FOR MRK (8")	39	LF	$0.02	$0.78
41	678-6006	PAV SURF PREP FOR MRK (12")	650	LF	$0.05	$32.50
42	678-6008	PAV SURF PREP FOR MRK (24")	184	LF	$0.20	$36.80
43	678-6009	PAV SURF PREP FOR MRK (ARROW)	2	EA	$6.00	$12.00
44	678-6016	PAV SURF PREP FOR MRK (WORD)	7	EA	$6.00	$42.00
45	680-6002	INSTALL HWY TRF SIG (ISOLATED)	3	EA	$23,000.00	$69,000.00
46	682-6001	VEH SIG SEC (12")LED(GRN)	25	EA	$300.00	$7,500.00
47	682-6002	VEH SIG SEC (12")LED(GRN ARW)	7	EA	$300.00	$2,100.00
48	682-6003	VEH SIG SEC (12")LED(YEL)	25	EA	$300.00	$7,500.00
49	682-6004	VEH SIG SEC (12")LED(YEL ARW)	14	EA	$300.00	$4,200.00
50	682-6005	VEH SIG SEC (12")LED(RED)	25	EA	$300.00	$7,500.00
51	682-6006	VEH SIG SEC (12")LED(RED ARW)	7	EA	$300.00	$2,100.00
52	682-6018	PED SIG SEC (LED)(COUNTDOWN)	20	EA	$800.00	$16,000.00
53	682-6023	BACK PLATE (12")(3 SEC)	25	EA	$73.00	$1,825.00
54	682-6024	BACK PLATE (12")(4 SEC)	7	EA	$90.00	$630.00
55	684-6030	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	1,309	LF	$2.00	$2,618.00
56	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	2,611	LF	$3.00	$7,833.00
57	684-6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	1,375	LF	$5.00	$6,875.00
58	684-6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	2,605	LF	$1.50	$3,907.50
59	686-6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	2	EA	$8,000.00	$16,000.00
60	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	$9,000.00	$9,000.00
61	686-6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	3	EA	$10,000.00	$30,000.00
62	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	2	EA	$11,000.00	$22,000.00
63	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	$12,000.00	$12,000.00
64	686-6049	INS TRF SIG PL AM(S)1 ARM(48')	1	EA	$11,500.00	$11,500.00
65	686-6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	1	EA	$27,500.00	$27,500.00
66	687-6001	PED POLE ASSEMBLY	8	EA	$3,600.00	$28,800.00
67	688-6001	PED DETECT PUSH BUTTON (APS)	20	EA	$800.00	$16,000.00
68	688-6003	PED DETECTOR CONTROLLER UNIT	3	EA	$3,000.00	$9,000.00
69	6002-6001	VIVDS PROCESSOR SYSTEM	3	EA	$6,000.00	$18,000.00
70	6002-6002	VIVDS CAMERA ASSEMBLY	12	EA	$1,500.00	$18,000.00
71	6002-6003	VIVDS SET-UP SYSTEM	3	EA	$325.00	$975.00
72	6002-6004	VIVDS CENTRAL CONTROL	3	EA	$1,000.00	$3,000.00
73	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	1,973	LF	$4.00	$7,892.00
74	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	3	EA	$6,900.00	$20,700.00
75	6081-6001	GPS COMMUNICATIONS UNIT	3	EA	$800.00	$2,400.00
76	WC9012	OPTICOM DETECTOR - GTT MODEL 722	6	EA	$1,200.00	$7,200.00
77	WC9013	OPTICOM PHASE SELECTOR - GTT MODEL 764	3	EA	$3,900.00	$11,700.00
78	WC9014	OPTICOM CARD RACK - GTT MODEL 760	3	EA	$600.00	$1,800.00
79	WC9015	OPTICOM CABLE - GTT MODEL 138	1,021	LF	$4.00	$4,084.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.

80	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00

TOTAL AMOUNT OF BID

Nine hundred, sixty five thousand, seven hundred, twenty Dollars and seventy-eight Cents **$965,720.78**

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

Prepared By:

8/20/2019

COPY

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY INC.
4615 Priem Lane
Pflugerville, TX 78660

SURETY:
(Name, legal status and principal place of business)
FEDERAL INSURANCE COMPANY
202B Hall's Mill Road
Whitehouse Station, NJ 08889

OWNER:
(Name, legal status and address)
WILLIAMSON COUNTY
3151 S.E. Inner Loop, Georgetown, TX 78626

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
O'Connor Drive Traffic Signals; Solicitation 1907-333

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2019

(Witness)

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY INC.
(Principal) (Seal)

(Title)

(Witness) Kelly A.Westbrook

FEDERAL INSURANCE COMPANY
(Surety) (Seal)

(Title) Tonie Petranek, Attorney in Fact

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WILLIAMSON COUNTY
1848

ADDENDUM NO. 1

Date: **August 16, 2019**

Owner: **Williamson County, Texas**

Project Name: **O'Connor Drive Traffic Signals**

Project No: **1907-333**

Acknowledged
8-16-19

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Construction Documents, dated **July 23, 2019**.

DESCRIPTION OF ADDITION OR CHANGE:

1) Sheet 4 – Quantities – Updates include new quantity items for 0100-6001, 0506-6038, 0506-6039, 0531-6003, 0531-6004, and 0531-6010, 0636-6008, 0677-6012; and quantity revisions for 0618-6046, 0620-6007, 0687-6001.

2) Sheet 6 – Morgan Hill Trail – Proposed Signal Layout – Added note for the Contractor to provide pedestrian push-buttons adjacent to appropriate landing areas.

3) Sheet 11 – Morgan Hill Trail – Signing & Marking – added pavement marking removal, and sign replacement, and silt fence for inlets.

4) Sheet 12 – Morgan Hill Trail – Quantities – Updates include new quantity items for 0100-6001, 0506-6038, 0506-6039, 0636-6008, 0677-6012.

5) Sheet 14 – Great Oaks Dr – Proposed Signal Layout – Added ped-pole G2; removed ped-head and push-buttons from Pole E2. Added note for the Contractor to provide pedestrian push-buttons adjacent to appropriate landing areas.

6) Sheet 15 – Great Oaks Dr – Signal Elevation – Added ped-pole G2; removed ped-head and push-buttons from Pole E2.

7) Sheet 16 – Great Oaks Dr – Phasing and Electrical Wiring – Updated wiring diagram for added ped-pole G2; removed ped-head and push-buttons from Pole E2.

8) Sheet 17 – Great Oaks Dr – Electrical Wiring and Conduit Chart – Added ped-pole G2; removed ped-head and push-buttons from Pole E2.

9) Sheet 18 – Great Oaks Dr – Detection & Load Switch Assignment – Added ped-pole G2; removed ped-head and push-buttons from Pole E2.

10) Sheet 19 – Great Oaks Dr – Signing & Marking – added pavement marking removal, and sign replacement and silt fence for inlets.

11) Sheet 20 – Great Oaks Dr – Quantities – Updates include new quantity items for 0100-6001, 0506-6038, 0506-6039, 0531-6003, 0531-6004, and 0531-6010, 0636-6008, 0677-6012; and quantity revisions for 0618-6046, 0620-6007, 0687-6001.

12) Sheet 22 – Liberty Walk Dr – Proposed Signal Layout – Added note for the Contractor to provide pedestrian push-buttons adjacent to appropriate landing areas.

13) Sheet 23 – Liberty Walk Dr – Signal Elevation – Relocated ped-push button on Pole C3 to cross O'Connor Dr to make it accessible from the sidewalk/ramp.

14) Sheet 27 – Liberty Walk Dr – Signing & Marking – added pavement marking removal, sign replacement, and silt fence for inlets.

15) Sheet 28 – Liberty Walk Dr – Quantities – Updates include new quantity items for 0100-6001, 0506-6038, 0506-6039, 0636-6008, 0677-6012.

16) Sheet 49 – TS-FD-12 – Updated Foundation Summary Table for added ped-pole on Great Oaks Dr intersection.

17) The Bid Form has been deleted and replaced with a revised Bid Form. The Bid Form has revised Item quantities (Excel Spreadsheet).

This addendum consists of 18 pages (including these sheets).

Approved by ENGINEER

END

FINAL PLANS

ITEM CODE	DESCRIPTION	UNIT	MORGAN TRAIL
0100 6001	PREPARING ROW	AC	0.15
0416 6030	DRILL SHAFT (TRF SIG POLE) (24 IN)+	LF	6
0416 6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	12
0416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	40
0416 6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	-
0500 6001	MOBILIZATION	LS	
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	125
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	125
0531 6003	CONC SIDEWALKS (6")	SY	10
0531 6004	CURB RAMPS (TY 1)	EA	-
0531 6010	CURB RAMPS (TY 7)	EA	-
0610 6007	REMOVE RD IL ASM (SHOE-BASE)	EA	1
0618 6046	CONDT (PVC) (SCH 80) (2")	LF	170
0618 6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	240
0618 6053	CONDT (PVC) (SCH 80) (3")	LF	115
0618 6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	480
0620 6007	ELEC CONDR (NO.8) BARE	LF	980
0620 6008	ELEC CONDR (NO.8) INSULATED	LF	1,150
0620 6009	ELEC CONDR (NO.6) BARE	LF	25
0620 6010	ELEC CONDR (NO.6) INSULATED	LF	50
0624 6010	GROUND BOX TY D (162922)W/APRON	EA	6
0628 6115	ELC SRV TY D 120/240 060(NS)AL(E)PS(U)	EA	1
0636 6001	ALUMINUM SIGNS (TY A)++	SF	92
0636 6008	REPLACE EXISTING ALUMINUM SIGNS(TY G)	SF	9
0644 6076	REMOVE SM RD SN SUP&AM	EA	5
0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	-
0666 6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	175
0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	35
0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	-
0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2
0666 6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LF	-
0666 6226	PAVEMENT SEALER 8"	LF	-
0666 6228	PAVEMENT SEALER 12"	LF	175
0666 6230	PAVEMENT SEALER 24"	LF	35
0666 6231	PAVEMENT SEALER (ARROW)	EA	-
0666 6232	PAVEMENT SEALER (WORD)	EA	2
0677 6005	ELIM EXT PAV MRK & MRKS (12")	LF	40
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	-
0677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	-
0677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	4
0678 6004	PAV SURF PREP FOR MRK (8")	LF	-
0678 6006	PAV SURF PREP FOR MRK (12")	LF	175
0678 6008	PAV SURF PREP FOR MRK (24")	LF	35
0678 6009	PAV SURF PREP FOR MRK (ARROW)	EA	-
0678 6016	PAV SURF PREP FOR MRK (WORD)	EA	2
0680 6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1
0682 6001	VEH SIG SEC (12")LED(GRN)	EA	9
0682 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2
0682 6003	VEH SIG SEC (12")LED(YEL)	EA	9
0682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	4
0682 6005	VEH SIG SEC (12")LED(RED)	EA	9
0682 6006	VEH SIG SEC (12")LED(RED ARW)	EA	2
0682 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	6
0682 6023	BACK PLATE (12")(3 SEC)	EA	9
0682 6024	BACK PLATE (12")(4 SEC)	EA	2
0684 6030	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	LF	425
0684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	554
0684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	435
0684 6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	620
0686 6031	INS TRF SIG PL AM(S)1 ARM(28')LUM	EA	-
0686 6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	1
0686 6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	2
0686 6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	1
0686 6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	-
0686 6049	INS TRF SIG PL AM(S)1 ARM(48')	EA	-
0686 6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	EA	-
0687 6001	PED POLE ASSEMBLY	EA	1
0688 6001	PED DETECT PUSH BUTTON (APS)	EA	6
0688 6003	PED DETECTOR CONTROLLER UNIT	EA	1
6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN *	EA	1
6002 6001	VIVDS PROCESSOR SYSTEM	EA	1
6002 6002	VIVDS CAMERA ASSEMBLY	EA	4
6002 6003	VIVDS SET-UP SYSTEM	EA	1
6002 6004	VIVDS CENTRAL CONTROL	EA	1
6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	639
6058 6001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1
6061 6001	GPS COMMUNICATIONS UNIT	EA	1
WC9012	OPTICOM DETECTOR - GTT MODEL 722	EA	2
WC9013	OPTICOM PHASE SELECTOR - GTT MODEL 764	EA	1
WC9014	OPTICOM CARD RACK - GTT MODEL 760	EA	1
WC9015	OPTICOM CABLE - GTT MODEL 138	LF	248
	FORCE ACCOUNT	LS	-

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FINAL PLANS

NOTES:
1. NO SURVEY WAS PERFORMED FOR THIS PROJECT. LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE. IT IS THE CONTRACTOR'S RESOPONSIBILITY TO CONFIRM UTILITY LOCATIONS PRIOR TO EXCAVATION.

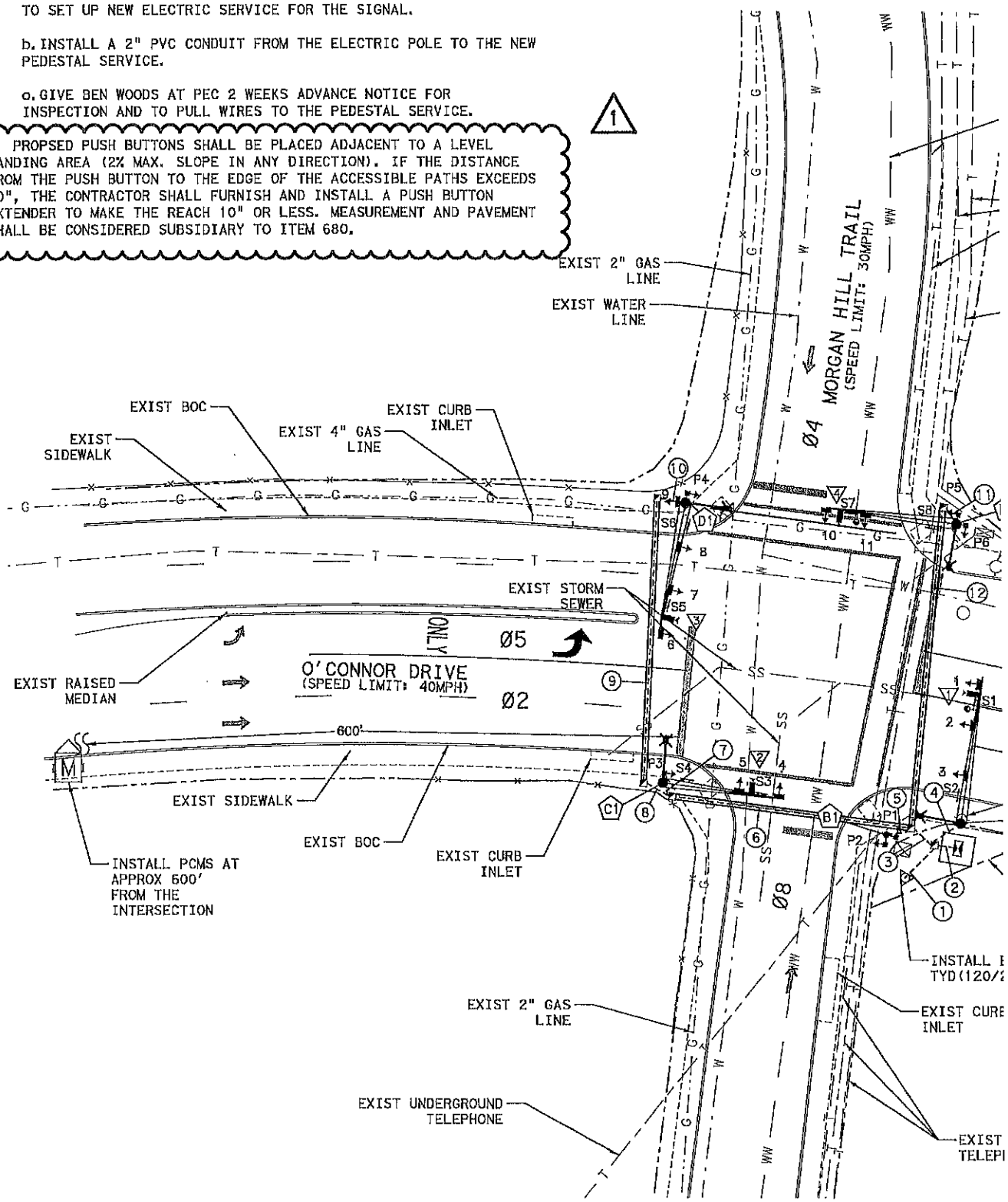
2. FOR ELECTIRCAL SERVICE FOR THE SIGNALS, THE CONTRACTOR SHALL:

a. COORDINATE WITH BEN WOODS AT PEC (830-225-4117) TO SET UP NEW ELECTRIC SERVICE FOR THE SIGNAL.

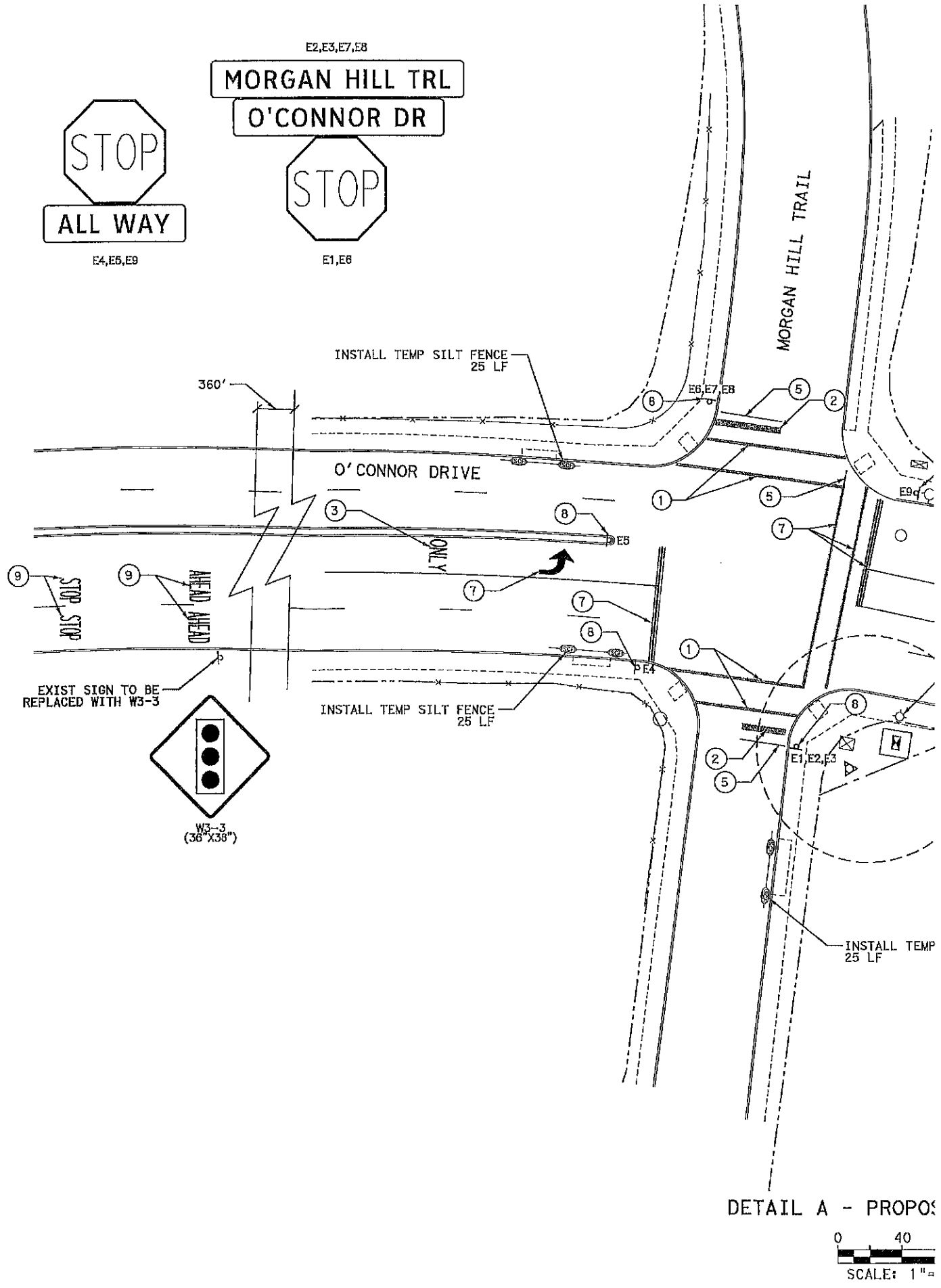
b. INSTALL A 2" PVC CONDUIT FROM THE ELECTRIC POLE TO THE NEW PEDESTAL SERVICE.

c. GIVE BEN WOODS AT PEC 2 WEEKS ADVANCE NOTICE FOR INSPECTION AND TO PULL WIRES TO THE PEDESTAL SERVICE.

3. PROPSED PUSH BUTTONS SHALL BE PLACED ADJACENT TO A LEVEL LANDING AREA (2% MAX. SLOPE IN ANY DIRECTION). IF THE DISTANCE FROM THE PUSH BUTTON TO THE EDGE OF THE ACCESSIBLE PATHS EXCEEDS 10", THE CONTRACTOR SHALL FURNISH AND INSTALL A PUSH BUTTON EXTENDER TO MAKE THE REACH 10" OR LESS. MEASUREMENT AND PAVEMENT SHALL BE CONSIDERED SUBSIDIARY TO ITEM 680.



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FINAL PLANS

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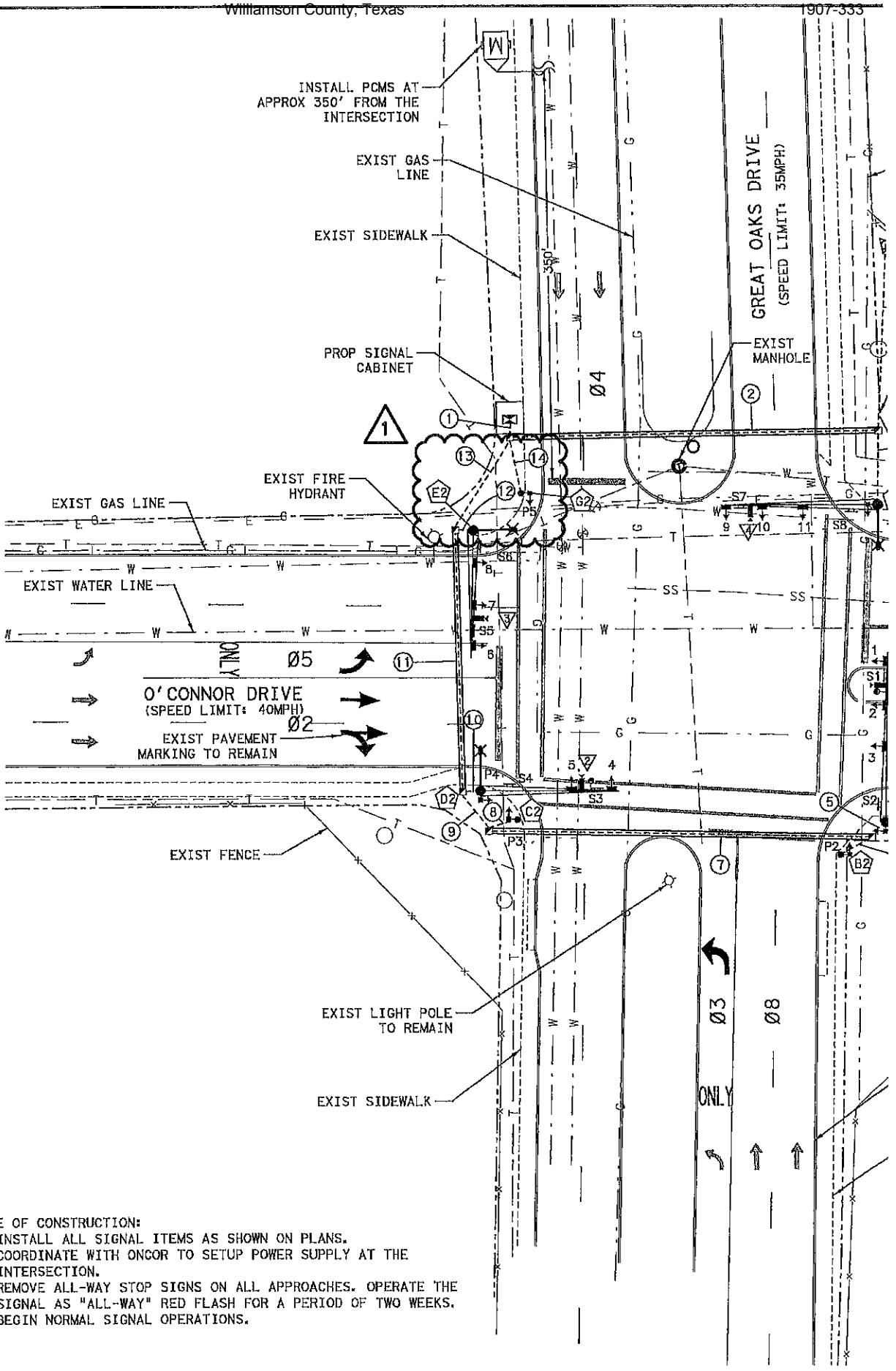
FINAL PLANS

ITEM	CODE	
0100	6001	
0416	6030	DRILL SHAF
0416	6031	DRILL SHAF
0416	6032	DRILL SHAF
0506	6038	TEMP SEDI
0506	6039	TEMP SED
0531	6003	CO
0610	6007	REMOVE
0618	6046	CONDT
0618	6047	CONDT (PV
0618	6053	CONDT
0618	6054	CONDT (PV
0620	6007	ELEC
0620	6008	ELEC C
0620	6009	ELEC
0620	6010	ELEC C
0624	6010	GROUND B
0628	6115	ELC SRV TY D
0636	6001	ALU
0636	6008	REPLACE EXI
0644	6076	REMO
0666	6042	REFL PAV MR
0666	6048	REFL PAV MR
0666	6078	REFL PAV M
0666	6228	PA
0666	6230	PA
0666	6232	PAVE
0677	6005	ELIM EX
0677	6012	ELIM EXT
0678	6006	PAV SU
0678	6008	PAV SU
0678	6016	PAV SUR
0680	6002	INSTALL
0682	6001	VEH S
0682	6002	VEH SIG
0682	6003	VEH S
0682	6004	VEH SIG
0682	6005	VEH S
0682	6006	VEH SIG
0682	6018	PED SIG
0682	6023	BACK
0682	6024	BACK
0684	6030	TRF SIG CBI
0684	6033	TRF SIG CBI
0684	6046	TRF SIG CBL
0684	6079	TRF SIG CBI
0686	6035	INS TRF SI
0686	6039	INS TRF SI
0686	6043	INS TRF SI
0687	6001	PE
0688	6001	PED DET
0688	6003	PED DET
6001	6002	PORTABLE C
6002	6001	VIVD
6002	6002	VIVI
6002	6003	VIV
6002	6004	VIVI
6002	6005	VIVDS COMM
6058	6001	BBU SYSTEM
6061	6001	GPS
WC9012		OPTICOM D
WC9013		OPTICOM PHA
WC9014		OPTICOM
WC9015		OPTICOM

\+ SUBSIDIARY
* SUBSIDIARY
++ SUBSIDIARY

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FINAL PLANS

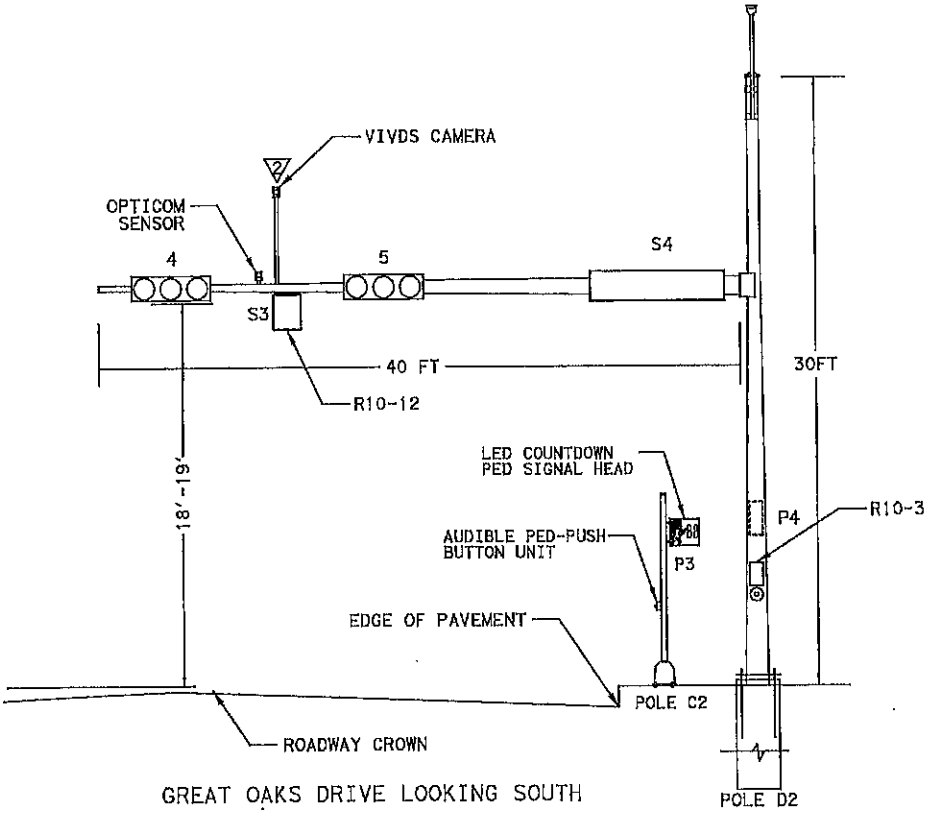


SEQUENCE OF CONSTRUCTION:

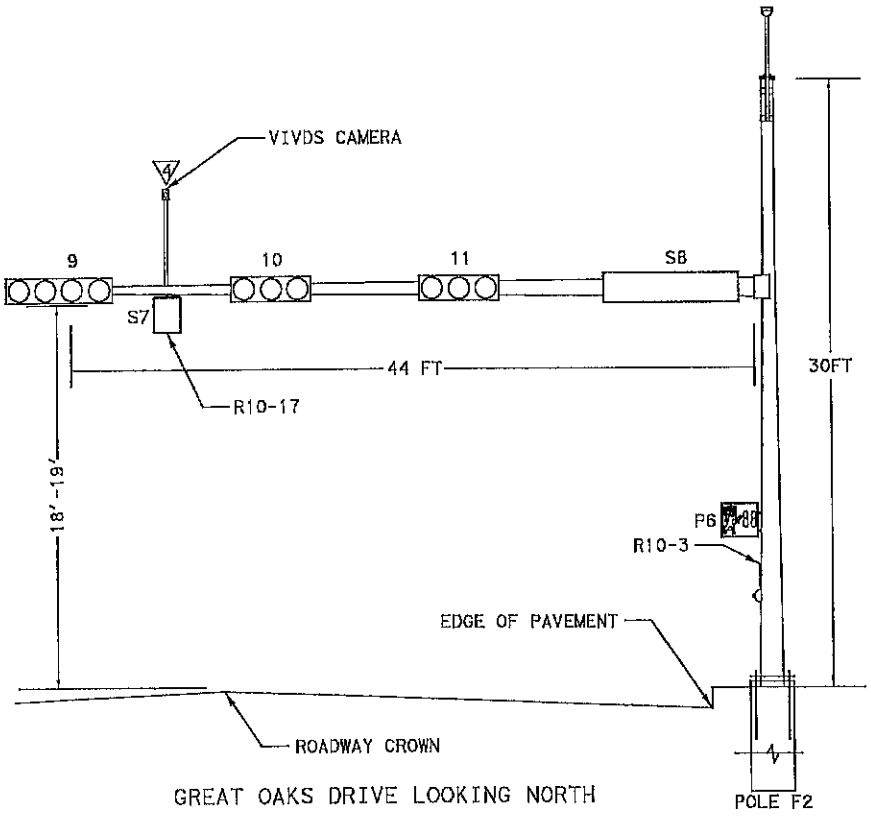
1. INSTALL ALL SIGNAL ITEMS AS SHOWN ON PLANS.
2. COORDINATE WITH ONCOR TO SETUP POWER SUPPLY AT THE INTERSECTION.
3. REMOVE ALL-WAY STOP SIGNS ON ALL APPROACHES. OPERATE THE SIGNAL AS "ALL-WAY" RED FLASH FOR A PERIOD OF TWO WEEKS.
4. BEGIN NORMAL SIGNAL OPERATIONS.

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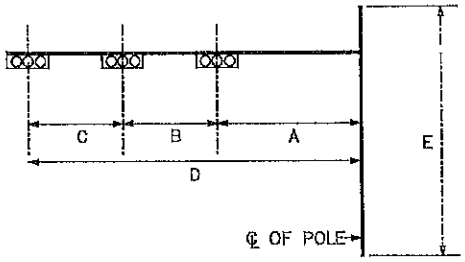
FINAL PLANS

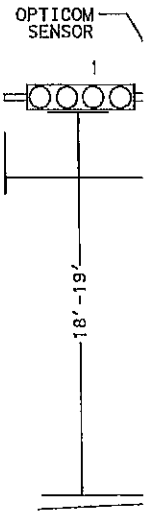


GREAT OAKS DRIVE LOOKING SOUTH



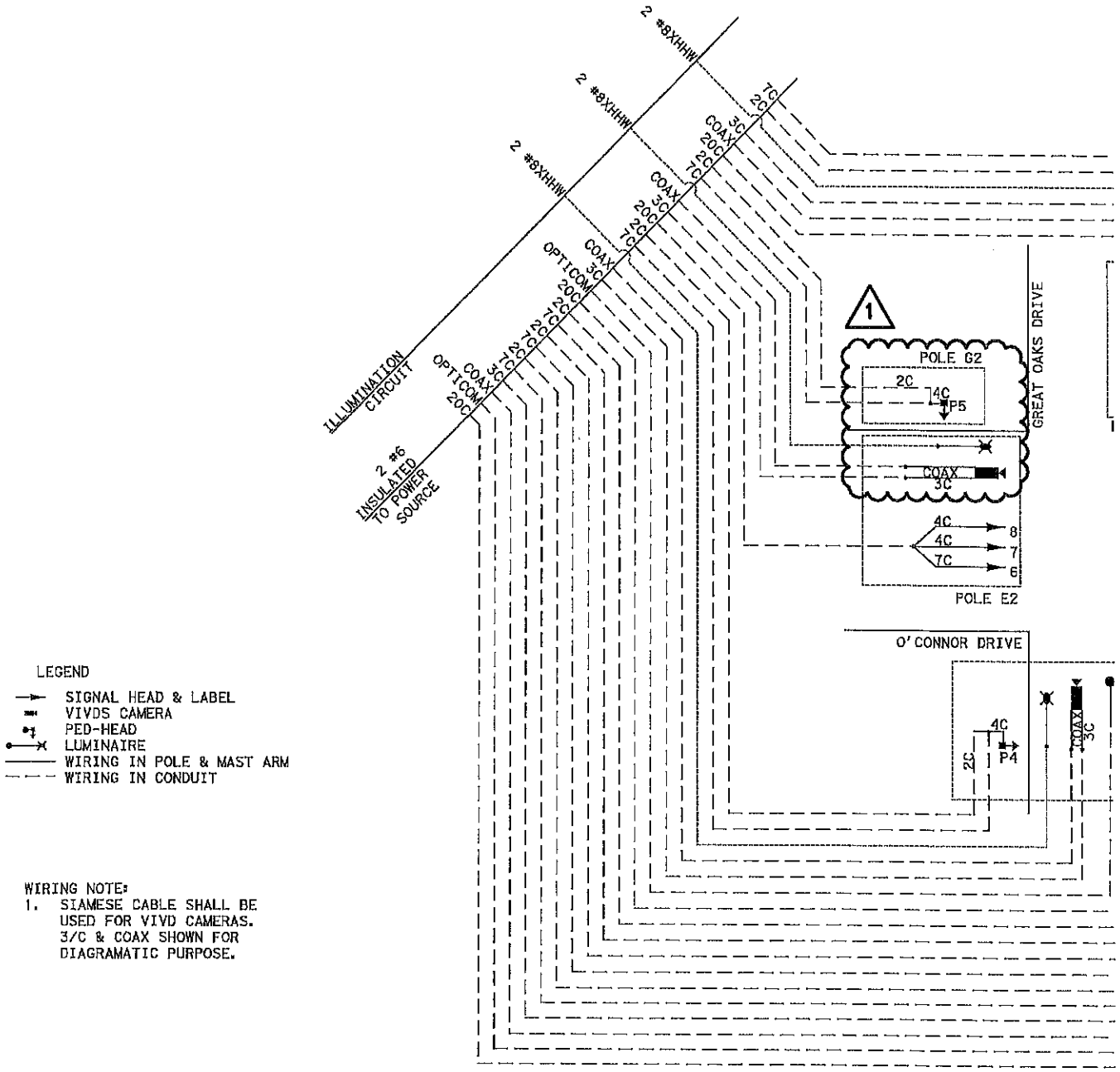
GREAT OAKS DRIVE LOOKING NORTH





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FINAL PLANS

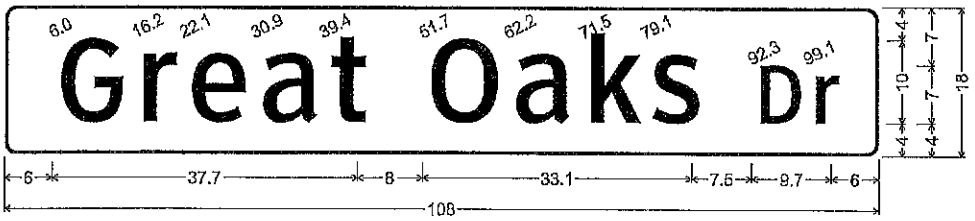


LEGEND

- SIGNAL HEAD & LABEL
- VIVDS CAMERA
- PED-HEAD
- LUMINAIRE
- WIRING IN POLE & MAST ARM
- WIRING IN CONDUIT

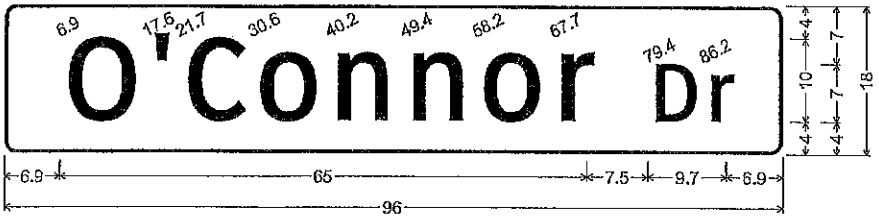
WIRING NOTE:
1. SIAMESE CABLE SHALL BE USED FOR VIVD CAMERAS. 3/C & COAX SHOWN FOR DIAGRAMATIC PURPOSE.

S2, S6



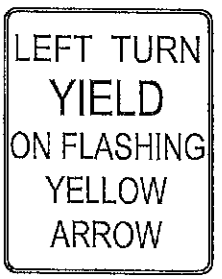
D3-1G(7) 10in;
1.5" Radius, 0.5" Border, White on, Green;
"Great Oaks" ClearviewHwy-3-W; "Dr" ClearviewHwy-3-W;

S4, S8



D3-1G(7) 10in;
1.5" Radius, 0.5" Border, White on, Green;
"O'Connor" ClearviewHwy-3-W; "Dr" ClearviewHwy-3-W;

S1, S5, S7



R10-17T
(36"x42")

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FINAL PLANS

CABLE TERMINATION CHART

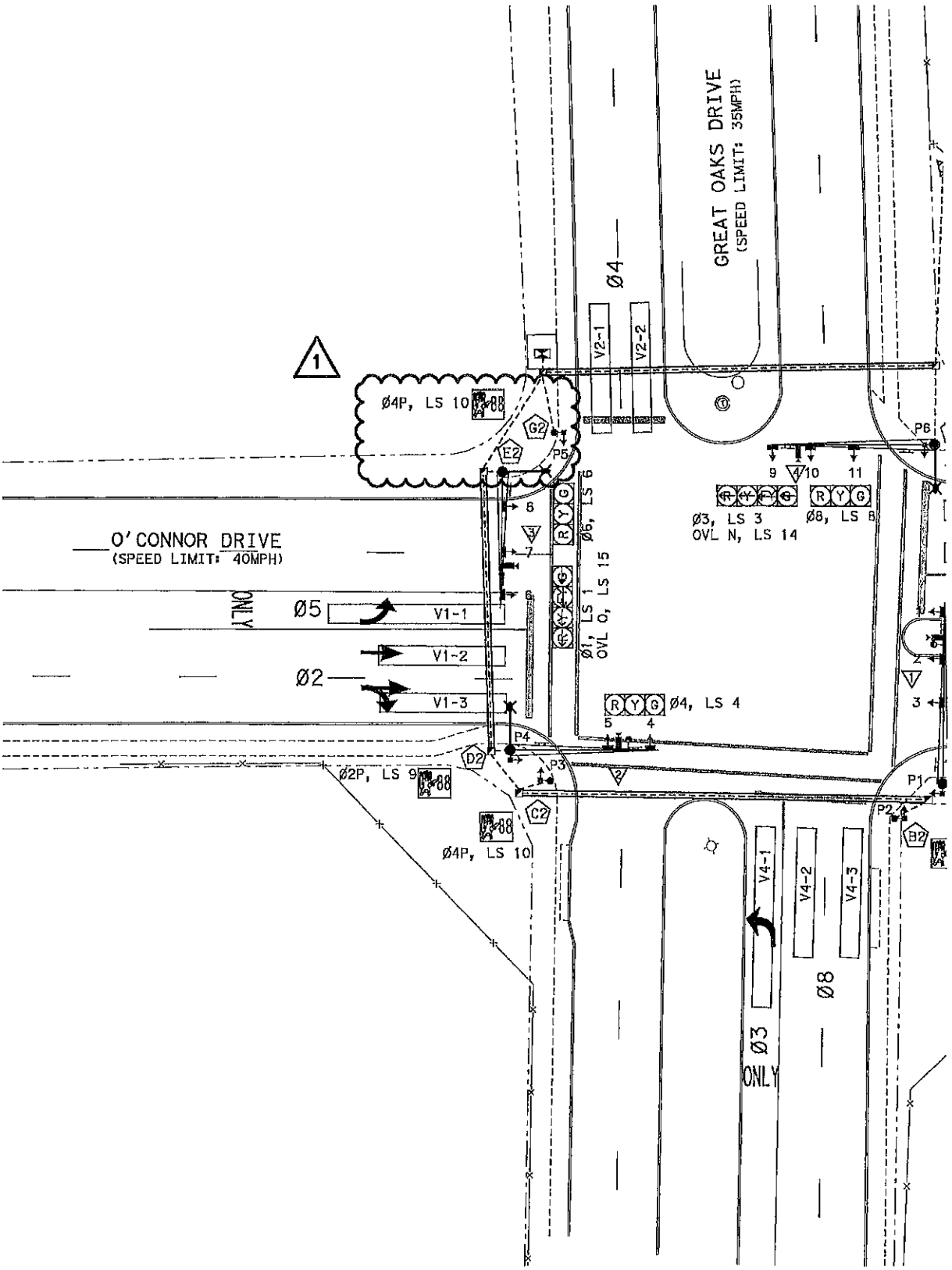
CNDR. NO.	CONDUCTOR COLOR	CABLE 1 20 CNDR. FROM A2 TO CNTRL.	CABLE 2 7 CNDR. FROM A2 TO CNTRL.	CABLE 3 2 CNDR. FROM A2 TO CNTRL.	CABLE 4 7 CNDR. FROM B2 TO CNTRL.	CABLE 5 2 CNDR. FROM B2 TO CNTRL.	CABLE 6 7 CNDR. FROM C2 TO CNTRL.	CABLE 7 2 CNDR. FROM C2 TO CNTRL.	CABLE 8 20 CNDR. FROM D2 TO CNTRL.	CABLE 9 7 CNDR. FROM D2 TO CNTRL
1	BLACK	SPARE	SPARE	PHASE 02 PED CALL	SPARE	PHASE 08 PED CALL	SPARE	PHASE 04 PED CALL	SPARE	SPARE
2	WHITE	SH COM	PED COM	PHASE 02 APS COM	PED COM	PHASE 08 APS COM	PED COM	PHASE 04 APS COM	SH COM	PED COM
3	RED	SH 2, 3 - R PHASE 02	P1 DW PHASE 02	N/A	P2 DW PHASE 08	N/A	P3 DW PHASE 06	N/A	SH 4, 5 - R PHASE 04	P4 DW PHASE 0
4	GREEN	SH 2, 3 - G PHASE 02	P1 W PHASE 02	N/A	P2 W PHASE 08	N/A	P3 W PHASE 06	N/A	SH 4, 5 - G PHASE 04	P4 W PHASE 0
5	ORANGE	SH 2, 3 - Y PHASE 02	SPARE	N/A	SPARE	N/A	SPARE	N/A	SH 4, 5 - Y PHASE 04	SPARE
6	BLUE	SPARE	SPARE	N/A	SPARE	N/A	SPARE	N/A	SPARE	SPARE
7	WHITE/BLACK	SPARE	SPARE	N/A	SPARE	N/A	SPARE	N/A	SPARE	SPARE
8	RED/BLACK	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
9	GREEN/BLACK	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
10	ORANGE/BLACK	SH 1-Y FLS ARW OVL M	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
11	BLUE/BLACK	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
12	BLACK/WHITE	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
13	RED/WHITE	SH 1 - R ARW OVL M	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
14	GREEN/WHITE	SH 1 - G ARW PHASE 05	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
15	BLUE/WHITE	SH 1 - Y ARW OVL M	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
16	BLACK/RED	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
17	WHITE/RED	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
18	ORANGE/RED	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
19	BLUE/RED	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A
20	RED/GREEN	SPARE	N/A	N/A	N/A	N/A	N/A	N/A	SPARE	N/A

RUN ID	TOTAL QTY		1	2	3	4	5	6	7	8	9	10	11	12
RUN LENGTH			10	105	55	25	10	15	115	15	15	10	80	10
CONDUIT SIZE	630	2" PVC	1	1	2	1	1	2	1	1	1	2	1	2
	815	3" PVC	3	2		1	2		2	2	2		2	1
		CIRCUIT	NUMBER OF WIRES											
		TRENCH/BORE	T	B	T	T	T	T	B	T	T	T	B	T
#14 20 CNDR IMSA CABLE	595	SIGNAL	4	1		1	1		1		1	1	2	1
#14 7 CNDR IMSA CABLE	995	PED HEADS	6	1		1	1	1	2	1	3	1	4	
#12 2 CNDR IMSA CABLE	995	PUSH BUTTONS	6	1		1	1	1	2	1	3	1	4	
#6 INSULATED	340	POWER	2	2	2									
#6 BARE	170	GROUND	1	1	1									
#8 INSULATED	1140	LUM POWER		4	6	2						2	2	2
#8 BARE	1275	GROUND	3	2	1	2	3	2	3	3	3	2	3	3
OPTICOM CABLE		SIGNAL												
	265	PHASE 2/6	1				1		1		1		1	
	140	PHASE 4/8	1	1		1								
COAX & #16 3 CNDR SIAMESE CABLE		VIVDS CAMERA												
	55	PHASE 1/6	1											1
	265	PHASE 2/5	1				1		1		1		1	
	140	PHASE 3/8	1	1		1								
	135	PHASE 4	1									1	1	

ELEC. SERVICE NO.	ELECTRICAL SERVICE DESCRIPTION (SEE ED (5) - 14)	SERVICE CONDUIT SIZE	SERVICE CONDUCTORS NO./SIZE	SAFETY SWITCH AMPS	MA CKT. E POLE/
2	ELC SRV TY D 120/240 060 (NS)AL(E)PS(U)	2"	3/#6	N/A	2P/

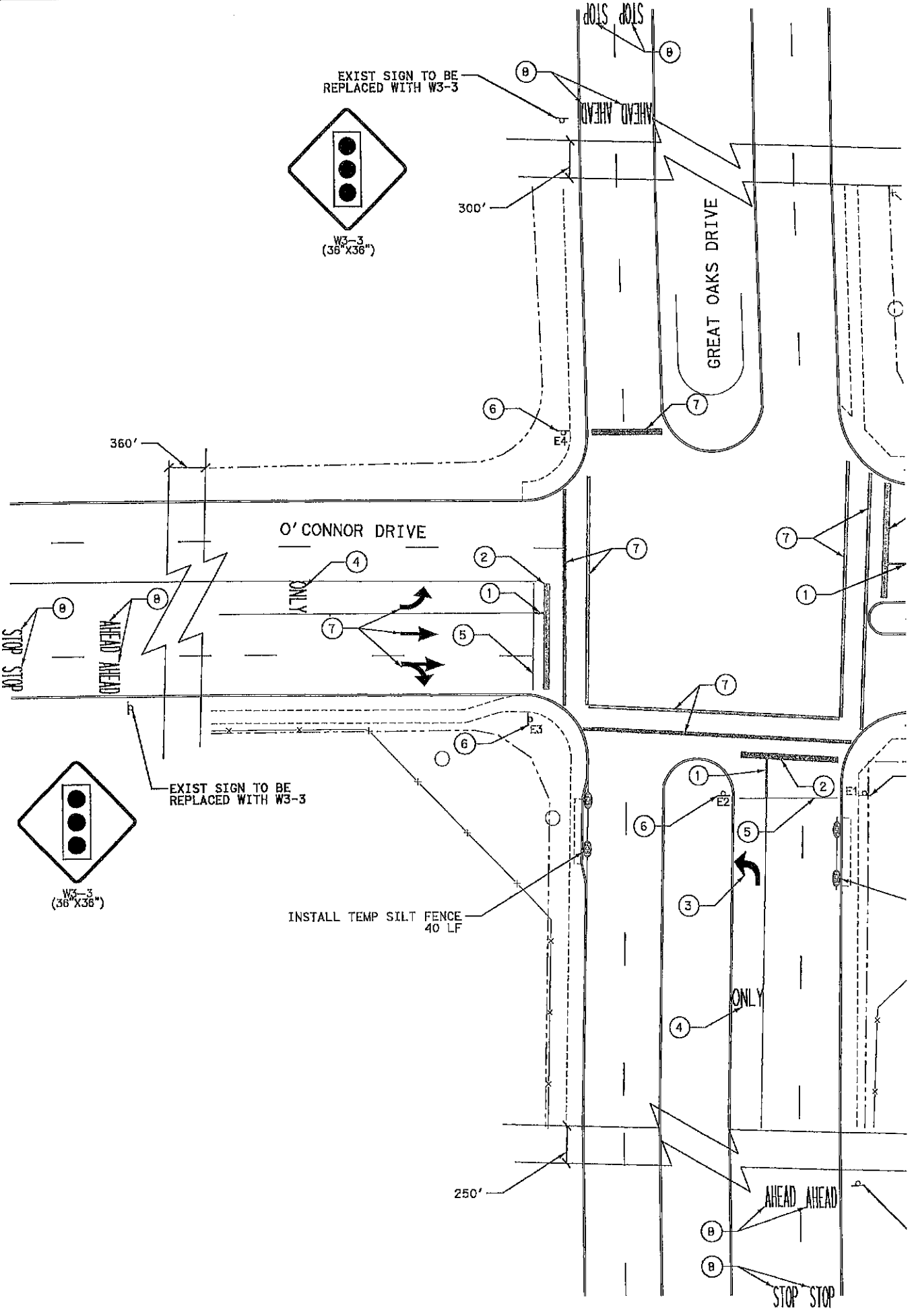
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FINAL PLANS



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FINAL PLANS



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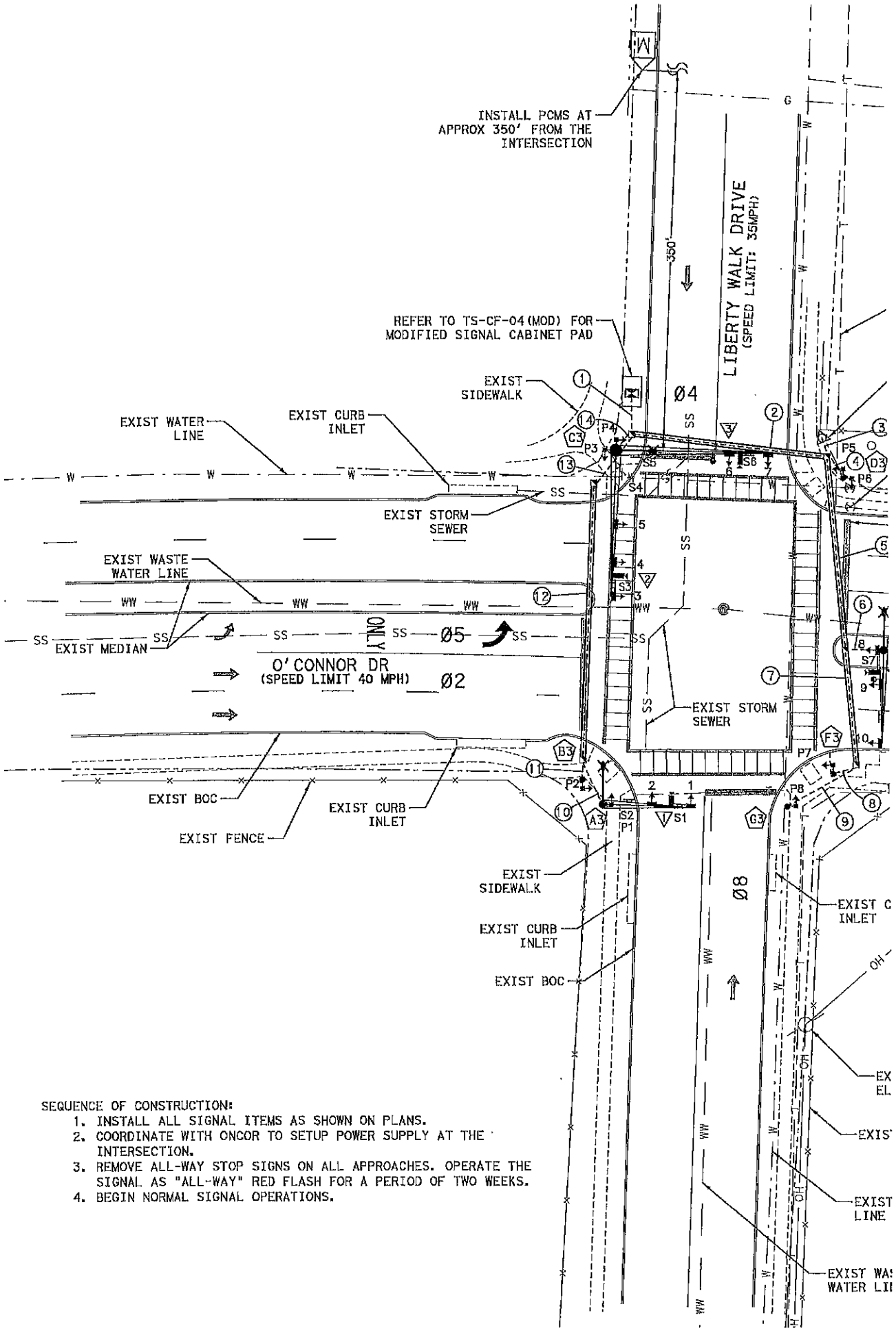
FINAL PLANS

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		ESTIMATED QUANTITIES
ITEM	CODE	DESCRIPTION
0100	6001	PREPARING ROW
0416	6030	DRILL SHAFT (TRF SIG POLE) (24
0416	6032	DRILL SHAFT (TRF SIG POLE) (36
0506	6038	TEMP SEDMT CONT FENCE (INSTAL
0506	6039	TEMP SEDMT CONT FENCE (REMOVI
0531	6003	CONC SIDEWALKS (6")
0531	6004	CURB RAMPS (TY 1)
0531	6010	CURB RAMPS (TY 7)
0618	6046	CONDT (PVC) (SCH 80) (2")
0618	6047	CONDT (PVC) (SCH 80) (2") (BOR
0618	6053	CONDT (PVC) (SCH 80) (3")
0618	6054	CONDT (PVC) (SCH 80) (3") (BOR
0620	6007	ELEC CONDR (NO.8) BARE
0620	6008	ELEC CONDR (NO.8) INSULATED
0620	6009	ELEC CONDR (NO.6) BARE
0620	6010	ELEC CONDR (NO.6) INSULATED
0624	6010	GROUND BOX TY D (162922)W/APR
0628	6115	ELC SRV TY D 120/240 060(NS)AL(E
0636	6001	ALUMINUM SIGNS (TY A)**
0636	6008	REPLACE EXISTING ALUMINUM SIGNS
0644	6076	REMOVE SM RD SN SUP&AM
0666	6036	REFL PAV MRK TY I (W)8"(SLD)(10
0666	6048	REFL PAV MRK TY I (W)24"(SLD)(10
0666	6054	REFL PAV MRK TY I (W)(ARROW)(10
0666	6078	REFL PAV MRK TY I (W)(WORD)(100
0666	6226	PAVEMENT SEALER 8"
0666	6230	PAVEMENT SEALER 24"
0666	6231	PAVEMENT SEALER (ARROW)
0666	6232	PAVEMENT SEALER (WORD)
0677	6005	ELIM EXT PAV MRK & MRKS (12"
0677	6012	ELIM EXT PAV MRK & MRKS (WOR
0678	6004	PAV SURF PREP FOR MRK (8")
0678	6008	PAV SURF PREP FOR MRK (24")
0678	6009	PAV SURF PREP FOR MRK (ARROW
0678	6016	PAV SURF PREP FOR MRK (WORD
0680	6002	INSTALL HWY TRF SIG (ISOLATE
0682	6001	VEH SIG SEC (12")LED(GRN)
0682	6002	VEH SIG SEC (12")LED(GRN AR
0682	6003	VEH SIG SEC (12")LED(YEL)
0682	6004	VEH SIG SEC (12")LED(YEL AR
0682	6005	VEH SIG SEC (12")LED(RED)
0682	6006	VEH SIG SEC (12")LED(RED AR
0682	6018	PED SIG SEC (LED)(COUNTDOWN
0682	6023	BACK PLATE (12")(3 SEC)
0682	6024	BACK PLATE (12")(4 SEC)
0684	6030	TRF SIG CBL (TY A)(14 AWG)(4 C
0684	6033	TRF SIG CBL (TY A)(14 AWG)(7 C
0684	6046	TRF SIG CBL (TY A)(14 AWG)(20 C
0684	6079	TRF SIG CBL (TY C)(12 AWG)(2 C
0686	6039	INS TRF SIG PL AM(S)1 ARM(36')
0686	6043	INS TRF SIG PL AM(S)1 ARM(40')
0686	6047	INS TRF SIG PL AM(S)1 ARM(44')
0686	6049	INS TRF SIG PL AM(S)1 ARM(48
0687	6001	PED POLE ASSEMBLY
0688	6001	PED DETECT PUSH BUTTON (APS
0688	6003	PED DETECTOR CONTROLLER UNI
6001	6002	PORTABLE CHANGEABLE MESSAGE S
6002	6001	VIVDS PROCESSOR SYSTEM
6002	6002	VIVDS CAMERA ASSEMBLY
6002	6003	VIVDS SET-UP SYSTEM
6002	6004	VIVDS CENTRAL CONTROL
6002	6005	VIVDS COMMUNICATION CABLE (COA
6058	6001	BBU SYSTEM (EXTERNAL BATT CAB
6061	6001	GPS COMMUNICATIONS UNIT
WC9012		OPTICOM DETECTOR - GTT MODEL
WC9013		OPTICOM PHASE SELECTOR - GTT MODE
WC9014		OPTICOM CARD RACK - GTT MODEL
WC9015		OPTICOM CABLE - GTT MODEL 1

+ SUBSIDIARY TO ITEM 687; INCLUDE
* SUBSIDIARY TO ITEM 502; INCLUDE
++ SUBSIDIARY TO ITEM 680; INCLUDI

FINAL PLANS



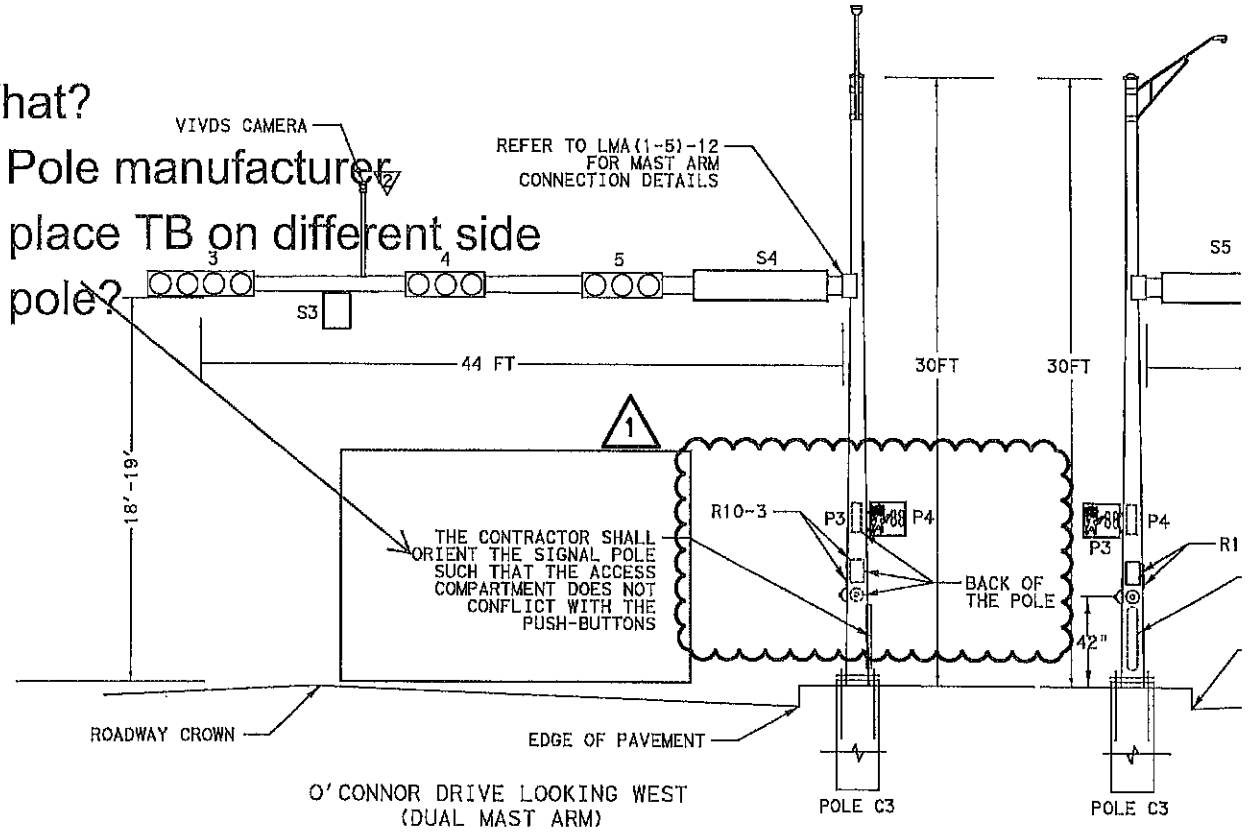
SEQUENCE OF CONSTRUCTION:

1. INSTALL ALL SIGNAL ITEMS AS SHOWN ON PLANS.
2. COORDINATE WITH ONCOR TO SETUP POWER SUPPLY AT THE INTERSECTION.
3. REMOVE ALL-WAY STOP SIGNS ON ALL APPROACHES. OPERATE THE SIGNAL AS "ALL-WAY" RED FLASH FOR A PERIOD OF TWO WEEKS.
4. BEGIN NORMAL SIGNAL OPERATIONS.

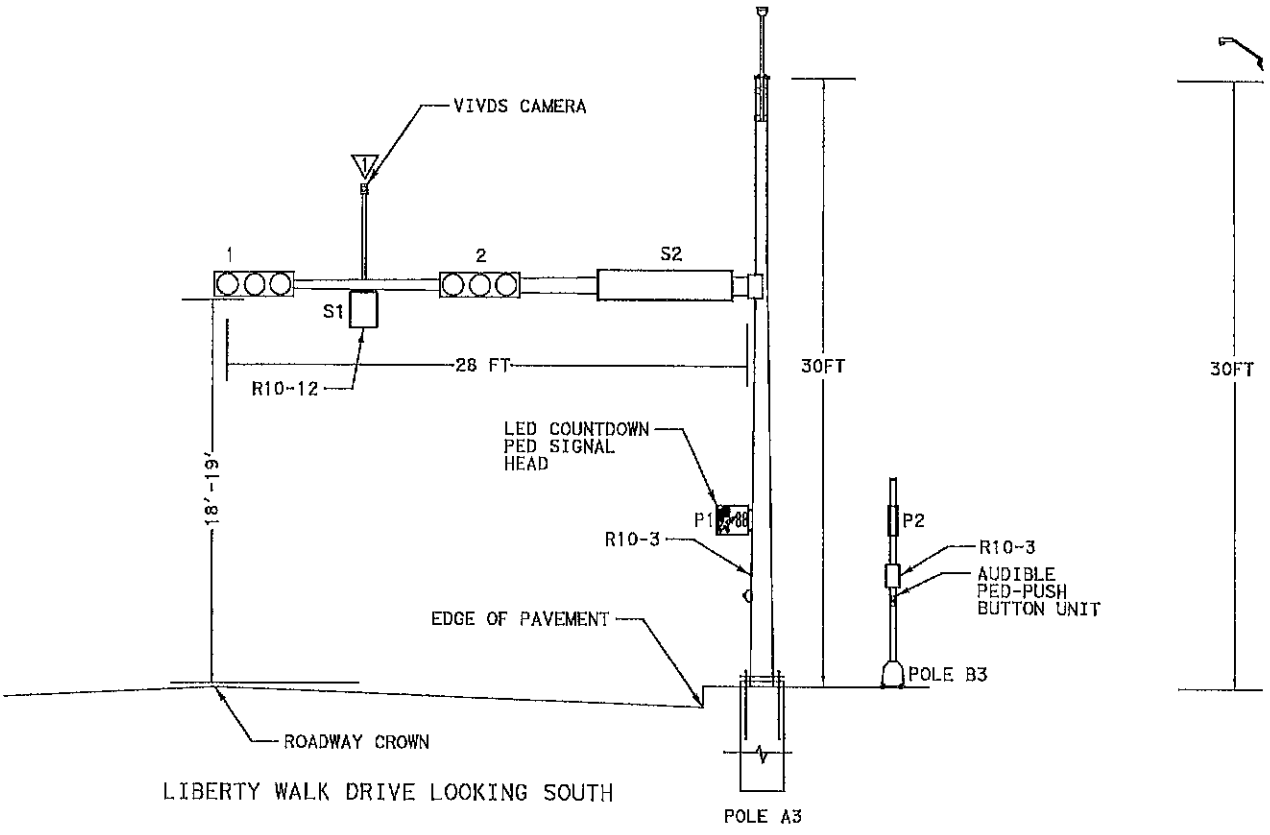
8/15/2019 3:20:29 PM K:\AUS*TPTO\068501517 - WA-7 O'Connor Signal Designs\DESIGN\SHEETS\OConnelg302.dgn

FINAL PLANS

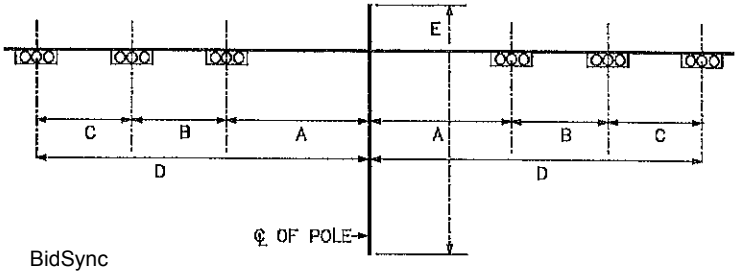
What?
Is Pole manufacturer to place TB on different side of pole?



O'CONNOR DRIVE LOOKING WEST
(DUAL MAST ARM)

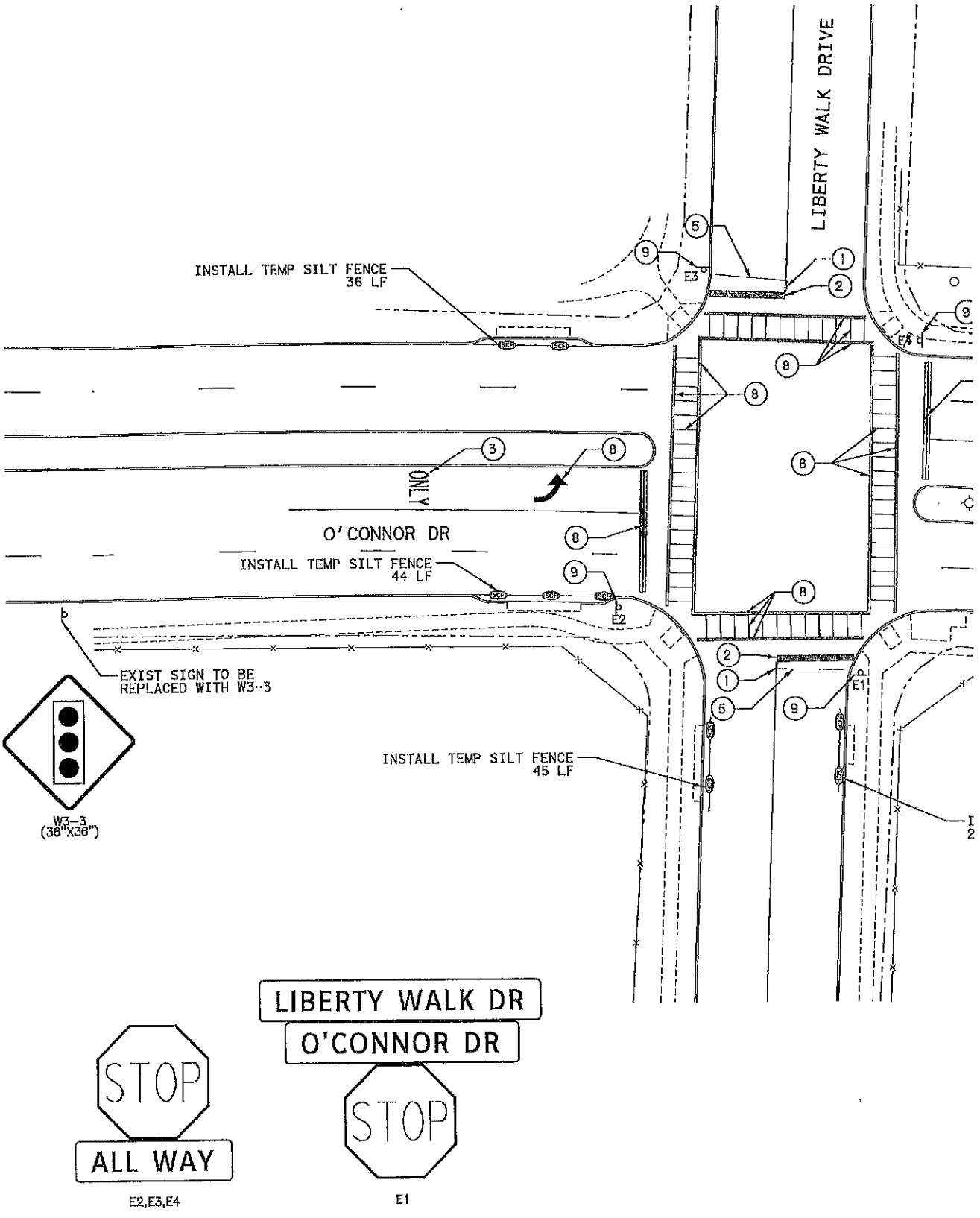


LIBERTY WALK DRIVE LOOKING SOUTH



8/16/2019 3:20:30 PM K:\AUS*TPTO\068501617 - WA-7 O'Connor Signal Designs\DESIGN\SHEETS\OconnSig303.dgn

FINAL PLANS



E2,E3,E4 E1

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FINAL PLANS

ESTIMATED QUANTITIES

ITEM	CODE	DESCRIPTION
0100	6001	PREPARING ROW
0416	6030	DRILL SHAFT (TRF SIG POLE) (2
0416	6031	DRILL SHAFT (TRF SIG POLE) (
0416	6034	DRILL SHAFT (TRF SIG POLE) (
0506	6038	TEMP SEDMT CONT FENCE (INST
0506	6039	TEMP SEDMT CONT FENCE (REM
0531	6003	CONC SIDEWALKS (6")
0610	6007	REMOVE RD IL ASM (SHOE-BA
0618	6046	CONDT (PVC) (SCH 80) (2"
0618	6047	CONDT (PVC) (SCH 80) (2") (
0618	6053	CONDT (PVC) (SCH 80) (3"
0618	6054	CONDT (PVC) (SCH 80) (3") (
0620	6007	ELEC CONDR (NO.8) BARE
0620	6008	ELEC CONDR (NO.8) INSULAT
0620	6009	ELEC CONDR (NO.6) BARE
0620	6010	ELEC CONDR (NO.6) INSULAT
0624	6010	GROUND BOX TY D (162922)W//
0628	6115	ELC SRV TY D 120/240 060(NS)AL
0636	6001	ALUMINUM SIGNS (TY A)
0636	6008	REPLACE EXISTING ALUMINUM SIG
0644	6076	REMOVE SM RD SN SUP&AM
0666	6048	REFL PAV MRK TY I (W)24"(SLD)
0666	6078	REFL PAV MRK TY I (W)(WORD) (
0666	6138	REFL PAV MRK TY I (Y)8"(SLD) (
0666	6226	PAVEMENT SEALER 8"
0666	6230	PAVEMENT SEALER 24"
0666	6232	PAVEMENT SEALER (WORD)
0677	6007	ELIM EXT PAV MRK & MRKS (
0677	6008	ELIM EXT PAV MRK & MRKS (A
0678	6004	PAV SURF PREP FOR MRK (8
0678	6008	PAV SURF PREP FOR MRK (2
0678	6016	PAV SURF PREP FOR MRK (WC
0680	6002	INSTALL HWY TRF SIG (ISOL/
0682	6001	VEH SIG SEC (12")LED(GR
0682	6002	VEH SIG SEC (12")LED(GRN
0682	6003	VEH SIG SEC (12")LED(YE
0682	6004	VEH SIG SEC (12")LED(YEL
0682	6005	VEH SIG SEC (12")LED(RE
0682	6006	VEH SIG SEC (12")LED(RED
0682	6018	PED SIG SEC (LED)(COUNTD(
0682	6023	BACK PLATE (12")(3 SEC
0682	6024	BACK PLATE (12")(4 SEC
0684	6030	TRF SIG CBL (TY A)(14 AWG)(4
0684	6033	TRF SIG CBL (TY A)(14 AWG)(7
0684	6046	TRF SIG CBL (TY A)(14 AWG)(2(
0684	6079	TRF SIG CBL (TY C)(12 AWG)(2
0686	6031	INS TRF SIG PL AM(S)1 ARM(2
0686	6195	INS TRF SIG PL AM(S)2 ARM(50-
0687	6001	PED POLE ASSEMBLY
0688	6001	PED DETECT PUSH BUTTON (
0688	6003	PED DETECTOR CONTROLLER
6001	6002	PORTABLE CHANGEABLE MESSAGE
6002	6001	VIVDS PROCESSOR SYSTE
6002	6002	VIVDS CAMERA ASSEMBLY
6002	6003	VIVDS SET-UP SYSTEM
6002	6004	VIVDS CENTRAL CONTROL
6002	6005	VIVDS COMMUNICATION CABLE ((
6058	6001	BBU SYSTEM (EXTERNAL BATT C
6061	6001	GPS COMMUNICATIONS UNI
WC9012		OPTICOM DETECTOR - GTT MOD
WC9013		OPTICOM PHASE SELECTOR - GTT M
WC9014		OPTICOM CARD RACK - GTT MODE
WC9015		OPTICOM CABLE - GTT MODEL

+ SUBSIDIARY TO ITEM 687; INCLU
* SUBSIDIARY TO ITEM 502; INCLU
++ SUBSIDIARY TO ITEM 680; INCL

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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.

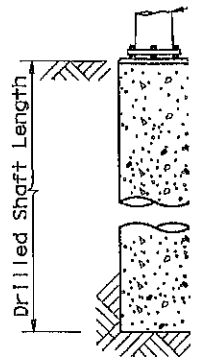
FOUNDATION DESIGN TABLE

FDN TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		EMBEDDED DRILLED SHAFT LENGTH-ft ④, ⑤, ⑥			ANCHOR BOLT DESIGN ①				FOUNDATION DESIGN LOAD ②		TYPI
		VERT BARS	SPIRAL & PITCH	TEXAS CONE PENETROMETER N blows/ft			ANCHOR BOLT DIA	Fy (ksi)	BOLT CIR DIA	ANCHOR TYPE	MOMENT K-ft	SHEAR Kips	
				10	15	40							
24-A	24"	4- #5	#2 at 12"	5.7	5.3	4.5	¾"	36	12 ¾"	1	10	1	Pedestal pole controller.
30-A	30"	8- #9	#3 at 6"	11.3	10.3	8.0	1 ½"	55	17"	2	87	3	Mast arm asse
36-A	36"	10- #9	#3 at 6"	13.2	12.0	9.4	1 ¾"	55	19"	2	131	5	Mast arm asse 30' strain po
36-B	36"	12- #9	#3 at 6"	15.2	13.6	10.4	2"	55	21"	2	190	7	Mast arm asse Strain pole t pole with mas
42-A	42"	14- #9	#3 at 6"	17.4	15.6	11.9	2 ¼"	55	23"	2	271	9	Mast arm asse

FOUNDATION SELECTION TABLE FOR STANDARD MAST ARM PLUS ILSN SUPPORT ASSEMBLIES (ft)

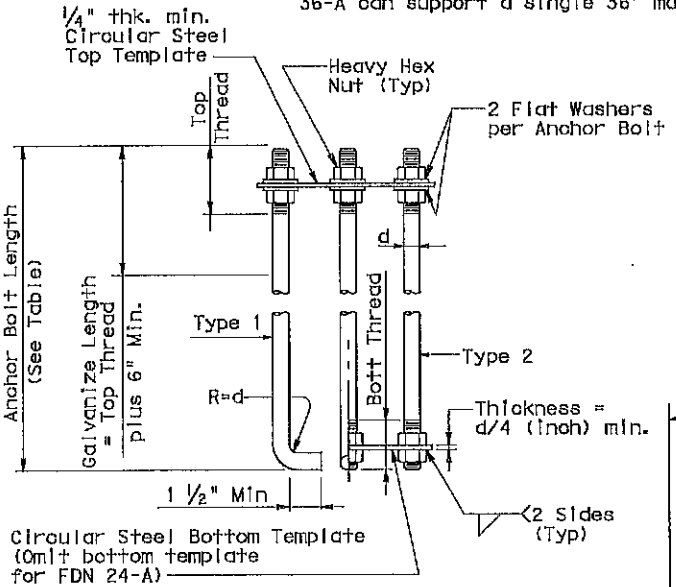
		FDN 30-A	FDN 36-A	FDN 36-B	FDN 42-A
80 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH	32'	48'		
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	24' X 24'			
		28' X 28'			
		32' X 28'	32' X 32'		
			36' X 36'		
			40' X 36'		
			44' X 28'	44' X 36'	
100 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH		36'	44'	
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS		24' X 24'		
			28' X 28'		
			32' X 24'	32' X 32'	
				36' X 36'	
				40' x24'	40' X 36'
					44' x 36'

Traffic Signal



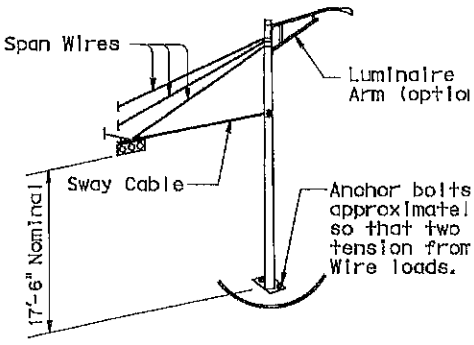
Use average N valu the top third of t embedded shaft. Ignore the top 1'

EXAMPLE:
1. For 80mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'
2. For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.

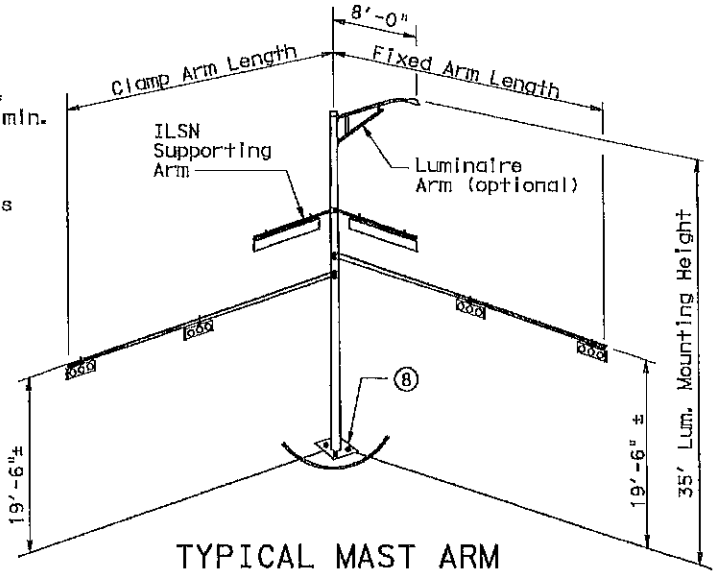


HOOKED ANCHOR (TYPE 1) NUT ANCHOR (TYPE 2)

ANCHOR BOLT ASSEMBLY



TYPICAL STRAIN ASSEMBLY



⑧Orient anchor bolts orthogonal with the fixed arm direction to ensure that two bolts are in tension under dead load.

TYPICAL MAST ARM ASSEMBLY

DATE:
FILE:

Supplier Response Form

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below 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 (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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Austin Traffic Signal Const. Co. Ltd.
Name of Firm

Signature of Certifying Official — Vice President — Title of Certifying Official

Edward G. Schrady Jr. — 8-19-19
Printed Name of Certifying Official — Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____

on this the 19th day of August, 20 19, on behalf of said Firm.

Anna L Martinez
Notary Public, State of Texas
My Comm. Exp. 02/11/23
Notary ID 13188953-5

Notary Public in and for the State of Texas

My commission expires: 02/11/23

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an

Supplier Response Form

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No 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?

☐ Yes ☐ No N/A

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: 8-19-19

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

Supplier Response Form

BID AFFIDAVIT

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

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

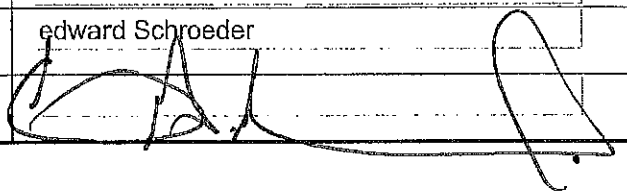
1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Name of Bidder:	AUSTIN TRAFFIC SIGNAL	
Address of Bidder:	P.O. BOX 130 - ROUNDROCK TX 78680	
Email:	eschroeder@atscc.com	
Telephone:	5122559951	
Printed Name of Person Submitting Affidavit:	edward Schroeder	
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 Pflugerville Edward G. Schroeder (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Texas Edward G. Schroeder, (*Name of Signer*) am a duly authorized officer of/agent for 78660 Austin Traffic Signal Co (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said ATSCC, INC (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named EDWARD SCHROEDER

on this the 19th day of August, 2019.

Anna L Martinez
Notary Public, State of Texas
My Comm. Exp. 02/11/23
Notary ID 13188953-5

Notary Public in and for

The State of Texas

The County of Travis

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **atscc2**

Password *

Save Take Exception Close

* Required fields

Supplier Response Form

Bidder References

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

Reference 1

Client Name:	Location:
WILLIAMSON COUNTY	Pearson & Neenah Signal

Contact Name:	Title:
JAMES KLOTZ	SR. PM

Phone:	E-mail
512-527-6721	jklotz@hntb.com

Contract Date To:	Contract Date From:	Contract Value: $
June 5th, 2018	August 16th, 2019	266,951.05

Scope of Work:
NEW TRAFFIC SIGNAL

Reference 2

Client Name:	Location:
CITY OF ROUNDROCK	AW GRIMES

Contact Name:	Title:
BILL STABLEIN	PM

Phone:	E-mail
512-218-4456	bstablein@roundrocktexas.gov

Contract Date To:	Contract Date From:	Contract Value: $
6-2016	8-2018	237,761.00

Scope of Work:
NEW TRAFFIC SIGNAL

Reference 3

Client Name:	Location:
TXDOT	RM 620 &OAK GROVE

Contact Name:	Title:
Charles Vaughn	PM

Phone:	E-mail
512-832-7200	charles.vaughn@txdot.gov

Contract Date To:	Contract Date From:	Contract Value: $
8-30-17	12-2017	
176,705.00		

Scope of Work:

REBUILD NEW TRAFFIC SIGNAL

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **atscc2**

Password *

Save Take Exception Close

* Required fields

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: AUSTIN TRAFFIC SIGNAL CONST CO **Risk ID:** 914013445

Rating Effective Date: 03/01/2019 **Production Date:** 06/11/2019 **State:** INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
AR	.18	0	0	0	0	33,075	0	0
LA	.11	0	0	0	0	54,000	0	0
MO	.13	0	0	0	0	46,900	0	0
NM	.14	0	0	0	0	41,650	0	0
NC	.14	0	0	0	0	42,000	0	0
OK	.14	1,910	2,689	779	0	42,000	0	0
TX	.15	100,725	159,872	59,147	25,958	40,200	115,383	89,425
HI	.14	0	0	0	0	42,875	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.15		102,635	162,561	59,926	25,958	40,230	96,493	70,535

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 70,535	C * (1 - A) + G 127,470	(A) * (F) 3,894	(J) 201,899
Expected	(E) 59,926	C * (1 - A) + G 127,470	(A) * (C) 15,395	(K) 202,791

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) 1.00

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.
REVISED RATING TO INCLUDE UPDATED DATA FOR: TX, POL. #: 46WNOV5717, EFF.: 03/24/2017

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: AUSTIN TRAFFIC SIGNAL CONST CO **Risk ID:** 914013445

Rating Effective Date: 03/01/2018 **Production Date:** 01/22/2018 **State:** INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.17	0	0	0	0	40,950	0	0
LA	.12	0	0	0	0	60,375	0	0
MD	.15	0	0	0	0	44,000	0	0
NC	.15	0	0	0	0	48,400	0	0
OK	.14	2,457	3,366	909	0	53,600	0	0
TX	.16	114,601	186,069	71,468	67,214	44,550	192,767	125,553

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.16		117,058	189,435	72,377	67,214	44,711	173,885	106,671

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 106,671	C * (1 - A) + G 143,040	(A) * (F) 10,754	(J) 260,465
Expected	(E) 72,377	C * (1 - A) + G 143,040	(A) * (C) 18,729	(K) 234,146

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.01	1.02			(J) / (K) 1.11

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.
REVISED RATING TO INCLUDE UPDATED DATA FOR: TX, POL. #: 46WNQV7578, EFF.: 09/01/2014

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: AUSTIN TRAFFIC SIGNAL CONST CO **Risk ID:** 914013445

Rating Effective Date: 03/01/2017 **Production Date:** 01/13/2017 **State:** INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.19	0	0	0	0	43,000	0	0
LA	.14	0	0	0	0	57,925	0	0
MD	.17	0	0	0	0	48,150	0	0
OK	.14	3,123	4,165	1,042	0	59,200	0	0
TX	.18	131,008	214,904	83,896	154,273	42,750	335,675	181,402

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.18		134,131	219,069	84,938	154,273	43,063	316,098	161,825

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	161,825	153,050	27,769	342,644
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	84,938	153,050	24,144	262,132

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors		1.17			1.31

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
REVISED RATING TO INCLUDE UPDATED DATA FOR: OK, POL. #: 41WCI0088301, EFF.: 06/01/2015

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PROTECT. MANAGE. GROW

USI Southwest
7600-B N. Capital of Texas Hwy. #200
Austin, TX 78731-1184
www.usi.biz
Phone: 512-451-7555
Fax: 512-467-0113

December 7, 2016

Re: Austin Traffic Signal Construction Co., Inc.
3/1/2017 Workers' Compensation Experience Modification Factors

To Whom It May Concern:

The NCCI calculated Workers' Compensation experience modification factor for Austin Traffic Signal Construction Co., Inc. includes the payroll & loss data for a subsidiary company, ATS Drilling, Inc. If Austin Traffic Signal Construction Co., Inc. was to have a separate WC experience modifier promulgated based solely upon their own payroll and loss history, their 3/1/2017 experience modifier would be a 1.21.

If you have any questions or require additional information or supporting documentation please contact our office.

Sincerely,

Cindy Ellis

Cindy Ellis
Senior Account Manager
USI Southwest - Austin
Cindy.Ellis@usi.biz
512 651-4164

Supplier: **ATSCC**

Bidder References

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

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Supplier: **ATSCC**

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below 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 (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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official Title of Certifying Official

Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **ATSCC**

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF FORM SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required within 30 days of each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number: Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., RFP-DE-90-001.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (Planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Supplier: **ATSCC**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(2) the date that the vendor:

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

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

(3) the date the vendor becomes aware:

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

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

Supplier: **ATSCC**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1907-333
O'Connor Drive Traffic Signals

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 20, 2019 10:00:00 AM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Aug 20, 2019 10:00:00 AM 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: **ATSCC**

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.

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

September 10, 2019

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
O'Connor Traffic Signals
Williamson County Project No. 1907-333
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Champion Infrastructure) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1. Champion Infrastructure LLC $853,503.50
2. Siemens $922,929.65
3. Austin Traffic Signal $965,720.78

The Contractor's low bid is $37,465.00 below the Engineer's Estimate, a cost savings of 4.2%.

In addition to meeting the bid qualifications subject to being low bidder, Champion Infrastructure LLC has successfully completed past projects for TxDOT throughout the State including new construction traffic signals and received positive reviews from the references contacted. Based on the low bid of $853,503.50 and the previous quality of work done for TxDOT, we concur with the Design Engineer's (Kimley Horn) Recommendation of Award for the O'Connor Traffic Signals contract to Champion Infrastructure in the amount of $853,503.50.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
1907-333 - O'Connor Traffic Signals
HNTB Bid Tabulation
August 20, 2019

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Champion Infrastructure	$853,503.50	1	($37,465.00)	-4.2%	-	-
Siemens	$922,929.65	2	$31,961.15	3.6%	$ 69,426.15	8.1%
Austin Traffic Signal	$965,720.78	3	$74,752.28	8.4%	$ 112,217.28	13.1%

Williamson County Road Bond Program
1907-333 - O'Connor Traffic Signals
August 20, 2019

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Champion Infrastructure		Siemens		Austin Traffic Signal	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6001	PREPARING ROW	0.45	AC	$ 6,573.87	$ 2,958.24	$ 16,000.00	$ 7,200.00	$ 6,689.00	$ 3,010.05	$ 15,000.00	$ 6,750.00
2	416-6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	35	LF	$ 301.55	$ 10,554.25	$ 400.00	$ 14,000.00	$ 328.50	$ 11,497.50	$ 325.00	$ 11,375.00
3	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	93	LF	$ 355.12	$ 33,026.16	$ 500.00	$ 46,500.00	$ 417.70	$ 38,846.10	$ 375.00	$ 34,875.00
4	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	$ 479.80	$ 10,555.60	$ 700.00	$ 15,400.00	$ 734.30	$ 16,154.60	$ 450.00	$ 9,900.00
5	500-6001	MOBILIZATION	1	LS	$ 78,724.41	$ 78,724.41	$ 80,000.00	$ 80,000.00	$ 90,122.60	$ 90,122.60	$ 70,000.00	$ 70,000.00
6	502-6001	BARRICADES, SIGN, AND TRAFFIC HANDLING	6	MO	$ 10,000.00	$ 60,000.00	$ 4,200.00	$ 25,200.00	$ 3,344.50	$ 20,067.00	$ 5,000.00	$ 30,000.00
7	506-6038	TEMP SEDMT CON FENCE (INSTALL)	345	LF	$ 2.77	$ 955.65	$ 5.00	$ 1,725.00	$ 11.10	$ 3,829.50	$ 9.00	$ 3,105.00
8	506-6039	TEMP SEDMT CON FENCE (REMOVE)	345	LF	$ 0.70	$ 241.50	$ 2.00	$ 690.00	$ 10.00	$ 3,450.00	$ 3.00	$ 1,035.00
9	531-6003	CONC SIDEWALKS (6")	30	SY	$ 78.05	$ 2,341.50	$ 250.00	$ 7,500.00	$ 76.50	$ 2,295.00	$ 325.00	$ 9,750.00
10	531-6004	CURB RAMPS (TY 1)	2	EA	$ 1,872.55	$ 3,745.10	$ 2,500.00	$ 5,000.00	$ 1,662.20	$ 3,324.40	$ 4,500.00	$ 9,000.00
11	531-6010	CURB RAMPS (TY 7)	2	EA	$ 1,676.73	$ 3,353.46	$ 2,500.00	$ 5,000.00	$ 1,773.70	$ 3,547.40	$ 5,000.00	$ 10,000.00
12	610-6007	REMOVE RD IL ASM (SHOE-BASE)	2	EA	$ 1,100.00	$ 2,200.00	$ 600.00	$ 1,200.00	$ 1,132.90	$ 2,265.80	$ 1,200.00	$ 2,400.00
13	618-6046	CONDT (PVC) (SCH 80) (2")	670	LF	$ 23.10	$ 15,477.00	$ 20.00	$ 13,400.00	$ 26.10	$ 17,487.00	$ 40.00	$ 26,800.00
14	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	790	LF	$ 27.50	$ 21,725.00	$ 30.00	$ 23,700.00	$ 66.60	$ 52,614.00	$ 60.00	$ 47,400.00
15	618-6053	CONDT (PVC) (SCH 80) (3")	685	LF	$ 24.20	$ 16,577.00	$ 20.00	$ 13,700.00	$ 26.10	$ 17,878.50	$ 50.00	$ 34,250.00
16	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	1830	LF	$ 41.37	$ 75,707.10	$ 40.00	$ 73,200.00	$ 66.60	$ 121,878.00	$ 65.00	$ 118,950.00
17	620-6007	ELEC CONDR (NO. 8) BARE	3690	LF	$ 1.25	$ 4,612.50	$ 1.50	$ 5,535.00	$ 2.20	$ 8,118.00	$ 1.60	$ 5,904.00
18	620-6008	ELEC CONDR (NO. 8) INSULATED	3390	LF	$ 2.20	$ 7,458.00	$ 1.50	$ 5,085.00	$ 2.20	$ 7,458.00	$ 1.70	$ 5,763.00
19	620-6009	ELEC CONDR (NO. 6) BARE	285	LF	$ 3.30	$ 940.50	$ 2.00	$ 570.00	$ 2.30	$ 655.50	$ 3.00	$ 855.00
20	620-6010	ELEC CONDR (NO. 6) INSULATED	570	LF	$ 4.40	$ 2,508.00	$ 2.00	$ 1,140.00	$ 2.50	$ 1,425.00	$ 4.00	$ 2,280.00
21	624-6010	GROUND BOX TY D (162922) W/APRON	18	EA	$ 1,320.00	$ 23,760.00	$ 1,600.00	$ 28,800.00	$ 1,911.10	$ 34,399.80	$ 2,200.00	$ 39,600.00
22	628-6115	ELC SRV TY D 120/240 060(NS)AL (E) PS(U)	3	EA	$ 7,810.00	$ 23,430.00	$ 7,500.00	$ 22,500.00	$ 4,421.60	$ 13,264.80	$ 6,800.00	$ 20,400.00
23	636-6008	REPLACE EXISTING ALUMINUM SIGNS (TY G)	54	SF	$ 32.54	$ 1,757.16	$ 35.00	$ 1,890.00	$ 34.90	$ 1,884.60	$ 30.00	$ 1,620.00
24	644-6076	REMOVE SM RD SN SUP & AM	17	EA	$ 93.40	$ 1,587.80	$ 100.00	$ 1,700.00	$ 107.70	$ 1,830.90	$ 75.00	$ 1,275.00
25	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	27	LF	$ 8.80	$ 237.60	$ 4.50	$ 121.50	$ 0.90	$ 24.30	$ 4.00	$ 108.00
26	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	650	LF	$ 8.80	$ 5,720.00	$ 5.00	$ 3,250.00	$ 3.40	$ 2,210.00	$ 4.00	$ 2,600.00
27	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	184	LF	$ 17.60	$ 3,238.40	$ 14.00	$ 2,576.00	$ 6.70	$ 1,232.80	$ 7.00	$ 1,288.00
28	666-6054	REFL PAV MRK TY I (W)ARROW(100MIL)	2	EA	$ 319.00	$ 638.00	$ 300.00	$ 600.00	$ 132.70	$ 265.40	$ 525.00	$ 1,050.00
29	666-6078	REFL PAV MRK TY I (W)WORD(100MIL)	7	EA	$ 366.30	$ 2,564.10	$ 275.00	$ 1,925.00	$ 163.30	$ 1,143.10	$ 158.00	$ 1,106.00
30	666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	12	LF	$ 8.80	$ 105.60	$ 4.50	$ 54.00	$ 1.30	$ 15.60	$ 4.00	$ 48.00
31	666-6226	PAVEMENT SEALER 8"	39	LF	$ 0.35	$ 13.65	$ 4.00	$ 156.00	$ 0.40	$ 15.60	$ 1.00	$ 39.00
32	666-6228	PAVEMENT SEALER 12"	650	LF	$ 1.07	$ 695.50	$ 4.00	$ 2,600.00	$ 1.10	$ 715.00	$ 1.60	$ 1,040.00
33	666-6230	PAVEMENT SEALER 24	184	LF	$ 2.81	$ 517.04	$ 8.00	$ 1,472.00	$ 2.30	$ 423.20	$ 2.30	$ 423.20
34	666-6231	PAVEMENT SEALER ARROW	2	EA	$ 36.37	$ 72.74	$ 400.00	$ 800.00	$ 38.80	$ 77.60	$ 58.00	$ 116.00
35	666-6232	PAVEMENT SEALER WORD	7	EA	$ 43.40	$ 303.80	$ 500.00	$ 3,500.00	$ 41.70	$ 291.90	$ 68.00	$ 476.00
36	677-6005	ELIM EXT PAV MRK & MRKS (12")	465	LF	$ 1.67	$ 776.55	$ 7.50	$ 3,487.50	$ 1.80	$ 837.00	$ 4.00	$ 1,860.00
37	677-6007	ELIM EXT PAV MRK & MRKS (24")	38	LF	$ 3.26	$ 123.88	$ 12.00	$ 456.00	$ 3.40	$ 129.20	$ 42.00	$ 1,596.00
38	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	1	EA	$ 99.00	$ 99.00	$ 175.00	$ 175.00	$ 55.80	$ 55.80	$ 420.00	$ 420.00
39	677-6012	ELIM EXT PAV MRK & MRKS (WORD)	20	EA	$ 104.50	$ 2,090.00	$ 175.00	$ 3,500.00	$ 65.80	$ 1,316.00	$ 400.00	$ 8,000.00
40	678-6004	PAV SURF PREP FOR MRK (8")	39	LF	$ 0.27	$ 10.53	$ 1.00	$ 39.00	$ 0.20	$ 7.80	$ 0.02	$ 0.78
41	678-6006	PAV SURF PREP FOR MRK (12")	650	LF	$ 0.69	$ 448.50	$ 1.00	$ 650.00	$ 0.50	$ 325.00	$ 0.05	$ 32.50
42	678-6008	PAV SURF PREP FOR MRK (24")	184	LF	$ 1.55	$ 285.20	$ 2.00	$ 368.00	$ 1.20	$ 220.80	$ 0.20	$ 36.80
43	678-6009	PAV SURF PREP FOR MRK (ARROW)	2	EA	$ 25.08	$ 50.16	$ 100.00	$ 200.00	$ 19.50	$ 39.00	$ 6.00	$ 12.00
44	678-6016	PAV SURF PREP FOR MRK (WORD)	7	EA	$ 29.84	$ 208.88	$ 100.00	$ 700.00	$ 23.80	$ 166.60	$ 6.00	$ 42.00
45	680-6002	INSTALL HWY TRF SIG (ISOLATED0	3	EA	$ 25,907.49	$ 77,722.47	$ 28,500.00	$ 85,500.00	$ 23,730.10	$ 71,190.30	$ 23,000.00	$ 69,000.00
46	682-6001	VEH SIG SEC (12")LED(GRN)	25	EA	$ 242.34	$ 6,058.50	$ 225.00	$ 5,625.00	$ 170.90	$ 4,272.50	$ 300.00	$ 7,500.00
47	682-6002	VEH SIG SEC (12")LED(GRN ARW)	7	EA	$ 250.23	$ 1,751.61	$ 225.00	$ 1,575.00	$ 170.90	$ 1,196.30	$ 300.00	$ 2,100.00
48	682-6003	VEH SIG SEC (12")LED(YEL)	25	EA	$ 247.61	$ 6,190.25	$ 225.00	$ 5,625.00	$ 170.90	$ 4,272.50	$ 300.00	$ 7,500.00
49	682-6004	VEH SIG SEC (12")LED(YEL ARW)	14	EA	$ 245.82	$ 3,441.48	$ 225.00	$ 3,150.00	$ 170.90	$ 2,392.60	$ 300.00	$ 4,200.00
50	682-6005	VEH SIG SEC (12")LED(RED)	25	EA	$ 241.52	$ 6,038.00	$ 225.00	$ 5,625.00	$ 170.90	$ 4,272.50	$ 300.00	$ 7,500.00

Williamson County Road Bond Program
1907-333 - O'Connor Traffic Signals
August 20, 2019

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Champion Infrastructure		Siemens		Austin Traffic Signal	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
51	682-6006	VEH SIG SEC (12")LED(RED ARW)	7	EA	$ 252.20	$ 1,765.40	$ 225.00	$ 1,575.00	$ 170.90	$ 1,196.30	$ 300.00	$ 2,100.00
52	682-6018	PED SIG SEC (LED)(COUNTDOWN)	20	EA	$ 665.50	$ 13,310.00	$ 650.00	$ 13,000.00	$ 315.80	$ 6,316.00	$ 800.00	$ 16,000.00
53	682-6023	BACK PLATE (12")(3 SEC)	25	EA	$ 83.64	$ 2,091.00	$ 75.00	$ 1,875.00	$ 95.10	$ 2,377.50	$ 73.00	$ 1,825.00
54	682-6024	BACK PLATE (12")(4 SEC)	7	EA	$ 101.55	$ 710.85	$ 100.00	$ 700.00	$ 107.40	$ 751.80	$ 90.00	$ 630.00
55	684-6030	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	1309	LF	$ 2.40	$ 3,141.60	$ 2.00	$ 2,618.00	$ 2.60	$ 3,403.40	$ 2.00	$ 2,618.00
56	684-6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	2611	LF	$ 2.62	$ 6,840.82	$ 3.00	$ 7,833.00	$ 2.70	$ 7,049.70	$ 3.00	$ 7,833.00
57	684-6046	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	1375	LF	$ 5.44	$ 7,480.00	$ 7.00	$ 9,625.00	$ 4.00	$ 5,500.00	$ 5.00	$ 6,875.00
58	684-6079	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	2605	LF	$ 2.21	$ 5,757.05	$ 2.00	$ 5,210.00	$ 2.50	$ 6,512.50	$ 1.50	$ 3,907.50
59	686-6031	INS TRF SIG PL AM (S) 1 ARM (28') LUM	2	EA	$ 8,953.58	$ 17,907.16	$ 7,750.00	$ 15,500.00	$ 8,433.00	$ 16,866.00	$ 8,000.00	$ 16,000.00
60	686-6035	INS TRF SIG PL AM (S) 1 ARM (32') LUM	1	EA	$ 9,018.24	$ 9,018.24	$ 8,350.00	$ 8,350.00	$ 8,866.60	$ 8,866.60	$ 9,000.00	$ 9,000.00
61	686-6039	INS TRF SIG PL AM (S) 1 ARM (36') LUM	3	EA	$ 10,745.87	$ 32,237.61	$ 8,950.00	$ 26,850.00	$ 9,528.80	$ 28,586.40	$ 10,000.00	$ 30,000.00
62	686-6043	INS TRF SIG PL AM (S) 1 ARM (40') LUM	2	EA	$ 10,570.70	$ 21,141.40	$ 9,250.00	$ 18,500.00	$ 10,142.00	$ 20,284.00	$ 11,000.00	$ 22,000.00
63	686-6047	INS TRF SIG PL AM (S) 1 ARM (44') LUM	1	EA	$ 11,108.47	$ 11,108.47	$ 9,550.00	$ 9,550.00	$ 10,247.90	$ 10,247.90	$ 12,000.00	$ 12,000.00
64	686-6049	INS TRF SIG PL AM (S)1 ARM (48')	1	EA	$ 9,460.00	$ 9,460.00	$ 8,950.00	$ 8,950.00	$ 9,823.10	$ 9,823.10	$ 11,500.00	$ 11,500.00
65	686-6195	INS TRF SIG PL AM (S) 2 ARM (50-44') LUM	1	EA	$ 25,414.40	$ 25,414.40	$ 24,500.00	$ 24,500.00	$ 32,841.20	$ 32,841.20	$ 27,500.00	$ 27,500.00
66	687-6001	PED POLE ASSEMBLY	8	EA	$ 2,530.00	$ 20,240.00	$ 2,250.00	$ 18,000.00	$ 1,229.60	$ 9,836.80	$ 3,600.00	$ 28,800.00
67	688-6001	PED DETECT PUSH BUTTON (APS)	20	EA	$ 953.80	$ 19,076.00	$ 750.00	$ 15,000.00	$ 497.90	$ 9,958.00	$ 800.00	$ 16,000.00
68	688-6003	PED DETECTOR CONTROLLER UNIT	3	EA	$ 3,480.65	$ 10,441.95	$ 2,850.00	$ 8,550.00	$ 2,445.10	$ 7,335.30	$ 3,000.00	$ 9,000.00
69	6002-6001	VIVDS PROCESSOR SYSTEM	3	EA	$ 8,411.84	$ 25,235.52	$ 5,500.00	$ 16,500.00	$ 10,337.70	$ 31,013.10	$ 6,000.00	$ 18,000.00
70	6002-6002	VIVDS CAMERA ASSEMBLY	12	EA	$ 1,914.00	$ 22,968.00	$ 1,325.00	$ 15,900.00	$ 1,748.30	$ 20,979.60	$ 1,500.00	$ 18,000.00
71	6002-6003	VIVDS SET-UP SYSTEM	3	EA	$ 765.12	$ 2,295.36	$ 375.00	$ 1,125.00	$ 334.40	$ 1,003.20	$ 325.00	$ 975.00
72	6002-6004	VIVDS CENTRAL CONTROL	3	EA	$ 2,997.50	$ 8,992.50	$ 3,250.00	$ 9,750.00	$ 10,337.70	$ 31,013.10	$ 1,000.00	$ 3,000.00
73	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	1973	LF	$ 4.40	$ 8,681.20	$ 2.00	$ 3,946.00	$ 4.40	$ 8,681.20	$ 4.00	$ 7,892.00
74	6058-6001	BBU SYSTEM (EXTERANL BATT CABINET)	3	EA	$ 8,423.12	$ 25,269.36	$ 6,500.00	$ 19,500.00	$ 5,997.40	$ 17,992.20	$ 6,900.00	$ 20,700.00
75	6061-6001	GPS COMMUNICATIONS UNIT	3	EA	$ 857.08	$ 2,571.24	$ 1,650.00	$ 4,950.00	$ 689.20	$ 2,067.60	$ 800.00	$ 2,400.00
76	WC-9012	OPTICOM DETECTOR - GTT MODEL 722	6	EA	$ 1,320.00	$ 7,920.00	$ 1,750.00	$ 10,500.00	$ 1,306.00	$ 7,836.00	$ 1,200.00	$ 7,200.00
77	WC-9013	OPTICOM PHASE SELECTOR - GTT MODEL 764	3	EA	$ 5,170.00	$ 15,510.00	$ 3,500.00	$ 10,500.00	$ 3,658.30	$ 10,974.90	$ 3,900.00	$ 11,700.00
78	WC-9014	OPTICOM CARD RACK - GTT MODEL 760	3	EA	$ 431.20	$ 1,293.60	$ 1,250.00	$ 3,750.00	$ 414.30	$ 1,242.90	$ 600.00	$ 1,800.00
79	WC-9015	OPTICOM CABLE - GTT MODEL 138	1021	LF	$ 4.40	$ 4,492.40	$ 1.50	$ 1,531.50	$ 2.90	$ 2,960.90	$ 4.00	$ 4,084.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

80	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 890,968.50**		**$ 853,503.50**		**$ 922,929.65**		**$ 965,720.78**
		ACTUAL BID PROPOSAL				$890,968.50		$846,303.50		$919,919.60		$965,720.78
		ADJUSTMENT DIFFERENCE				$0.00		$ 7,200.00		$ 3,010.05		$0.00
		Bid Bond						Y		Y		Y
		Bid Affidavit						Y		Y		Y
		Conflict of Interest Questionnaire						Y				Y
		Bidder References (Minimum of Three)						Y		Y		Y
		Lobbying Activities						Y		Y		N
		Debarment Certification						Y		Y		Y

Kimley»Horn

August 23, 2019

Mr. Whit Friend, P.E.
Williamson County Road Bond Program
101 E Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE: ***O'Connor Traffic Signals. Traffic Signal Construction Bid Award Recommendation***

Dear Mr. Wood:

Kimley-Horn has reviewed the bid documents submitted by Austin Traffic Signal Construction Co, Inc. (ATS), Siemens, and Champion Infrastructure on August 20, 2019. The bids received from all the Contractors appear to be complete.

While reviewing the bid forms, the following discrepancies were noticed on the Contractors' bid forms. Attached bid tabulation highlights the below mentioned discrepancies.

- Siemens – There appears to be some discrepancy in the 'Total Amount of Bid'. As the attached bid tabs comparison show, the total of 'Amount Bid' for all items, as listed by the Contractor, should add up to $922,929.65 (cell highlighted yellow), however, the total amount listed on the Contractors bid form is $919,919.60 (cell highlighted red). We also noted that the total bid amount was not spelt out in words on the last page of the bid form. The total cost of $922,929.65 was used for low bid determination.
- Champion Infrastructure – Similar to Siemens, there appears to be some discrepancy in the 'Total Amount of Bid'. As the attached bid tabs comparison show, the total of 'Amount Bid' for all items, as listed by the Contractor, should add up to $853,503.50 (cell highlighted yellow), however, the total amount listed on the Contractors bid form is $846,303.50 (cell highlighted red). We also noted that the total bid amount was not spelt out in words on the last page of the bid form. The total cost of $853,503.50 was used for low bid determination.

Subject to all other requirements being met, Kimley-Horn recommends that Williamson County accept the bids and award Champion Infrastructure the contract for $853,503.50 for the O'Connor Traffic Signals project.

Please contact me at (512) 418-4536 or vivek.deshpande@kimley-horn.com should you have any questions.

Sincerely,

Vivek Deshpande, P.E., PTOE

Attachment: Bid Tabulation Comparison

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-534954

Date Filed:
08/30/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Champion Infrastructure LLC
Georgetown, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1907-333
O'Connor Drive Traffic Signals

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 Aaron Thompson, and my date of birth is [redacted].

My address is [redacted] 78671, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 30 day of August (month), 2019 (year).

STEPHANIE LYNCH
Notary ID #131383439
My Commission Expires
December 15, 2021

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **27.**

Meeting Date: 09/17/2019

Discuss consider and take appropriate action on approval of the final plat for the Terra Del Sol at Santa Rita Ranch W Ph 1 Sec 2 subdivision – Pct 2

Submitted For:	Terron Evertson	**Submitted By:**	Adam Boatright, Infrastructure
Department:	Infrastructure	**Division:**	Road & Bridge
Agenda Category:	Consent		

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Terra Del Sol at Santa Rita Ranch West Phase 1 Section 2 subdivision – Precinct 2.

Background

This is the next section of the Terra Del Sol at Santa Rita Ranch West development. It consists of 24 single family lots, 4 landscape lots, 1 landscape & open space lot and 1,681 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $1,001,525.85 has been posted with the County to cover the cost of the remaining construction.

Timeline

2018-12-05 – Initial submittal of final plat
2019-01-18 – 1st review complete with comments
2019-02-11 – 2nd submittal of final plat
2019-03-20 – 2nd review complete with comments clear except for completing construction or posting a bond for the remaining construction
2019-08-30 – receipt of final plat with all signatures and a bond for the remaining construction
2019-09-12 – final plat placed on September 17, 2019 Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Terra del Sol at Santa Rita Ranch West Ph1 Sec 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 12:00 PM
Form Started By: Adam Boatright		Started On: 09/12/2019 11:27 AM
Final Approval Date: 09/12/2019		

FINAL PLAT OF

TERRA DEL SOL AT SANTA RITA RANCH WEST PHASE 1 SECTION 2

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

LEGEND:

- ● = FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- (M) = BLOCK NUMBER
- ⊠ = MAILBOX CLUSTERS
- LS = LANDSCAPE
- OS = OPEN SPACE
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORD OF WILLIAMSON COUNTY, TEXAS

SITE DATA:

TOTAL AREA: 19.501 ACRES
24 SINGLE FAMILY LOTS
4 LANDSCAPE LOTS
1 LANDSCAPE & OPEN SPACE LOT
3 BLOCKS

PROPERTY OWNER:

MIDDLEBROOK, LTD.
8200 NORTH MOPAC, SUITE 300
AUSTIN, TX 78759

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°42'52"W	37.28'
L2	N02°42'52"W	37.28'
L3	N00°01'37"W	15.02'
L4	N03°42'36"E	84.69'
L5	S83°26'19"E	22.75'
L6	N03°42'36"E	25.91'
L7	N03°42'36"E	7.04'
L8	N01°56'09"W	61.79'
L9	N01°56'09"W	8.51'
L10	N88°03'51"E	51.97'
L11	N03°42'36"E	36.94'
L12	N03°42'36"E	32.95'
L13	N03°42'36"E	5.06'
L14	N83°26'19"W	13.41'
L15	N81°44'00"W	50.16'
L16	S81°44'00"E	50.16'
L17	S83°26'19"E	8.92'
L18	N85°13'35"W	23.92'
L19	N87°17'08"E	50.00'
L20	N03°42'36"E	10.00'
L21	N83°26'19"W	18.27'
L22	N03°42'36"E	31.88'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	301.25	60.00	287°40'14"	N13°28'12"W	70.81
C2	151.50	60.00	144°40'12"	N58°01'49"E	114.34
C3	77.03	60.00	73°33'21"	N51°04'58"W	71.85
C4	72.72	60.00	69°26'41"	N57°25'01"E	68.35
C5	25.85	25.00	59°14'22"	N52°18'51"E	24.71
C6	21.81	25.00	49°58'41"	N74°37'26"W	21.12
C7	564.88	325.00	99°35'09"	N49°49'12"W	496.42
C8	134.64	325.00	23°44'13"	N84°37'07"W	133.68
C9	134.64	325.00	23°44'13"	N60°52'54"W	133.68
C10	134.64	325.00	23°44'13"	N37°08'42"W	133.68
C11	143.22	325.00	25°14'58"	N12°39'06"W	142.07
C12	470.55	275.00	98°02'21"	N49°02'47"W	415.21
C13	107.16	275.00	22°19'36"	N86°54'10"W	106.48
C14	199.37	275.00	41°32'22"	N54°58'10"W	195.04
C15	164.02	275.00	34°10'22"	N17°06'48"W	161.60
C16	49.25	1050.00	2°41'15"	N01°22'15"W	49.25
C17	46.91	1000.00	2°41'15"	N01°22'15"W	46.90
C18	23.56	15.00	90°00'00"	N42°17'08"E	21.21
C19	23.56	15.00	90°00'00"	S47°42'52"E	21.21
C20	17.73	325.00	3°07'33"	N81°57'00"E	17.73
C21	90.66	560.00	9°16'34"	N88°04'35"W	90.56
C22	80.95	500.00	9°16'34"	S88°04'35"E	80.86
C23	22.82	15.00	87°08'55"	S39°51'51"E	20.68
C24	228.54	50.00	261°52'57"	N60°00'59"E	75.54
C25	39.98	50.00	45°49'05"	N11°57'05"W	38.93
C26	42.52	50.00	48°43'33"	N59°13'24"W	41.25
C27	45.62	50.00	52°16'17"	N70°16'41"E	44.05
C28	100.42	50.00	115°04'02"	N13°23'28"W	84.37
C29	30.10	25.00	68°59'21"	N36°25'49"W	28.32
C30	5.63	25.00	12°53'36"	N04°30'39"E	5.61
C31	23.56	15.00	90°00'00"	N43°03'51"E	21.21
C32	23.56	15.00	90°00'00"	N46°56'09"W	21.21
C33	476.45	285.41	95°38'45"	N44°06'46"W	423.03
C34	72.78	285.41	14°36'39"	N84°37'49"W	72.59
C35	146.53	285.41	29°24'54"	N62°37'03"W	144.92
C36	112.64	285.41	22°36'40"	N36°36'16"W	111.91
C37	144.51	285.41	29°00'32"	N10°47'40"W	142.97
C38	392.98	235.41	95°38'45"	N44°06'46"W	348.92
C39	256.76	235.41	62°29'32"	N60°41'23"W	244.23
C40	136.22	235.41	33°09'13"	N12°52'00"W	134.33
C41	24.31	15.00	92°51'05"	S50°08'09"W	21.73
C42	218.63	50.00	250°31'43"	N58°26'45"E	81.65
C43	93.15	50.00	106°44'29"	N13°26'52"W	80.25
C44	22.82	15.00	87°08'55"	N39°51'51"W	20.68
C45	136.40	325.00	24°02'48"	S84°32'18"W	135.40
C46	155.24	385.00	23°06'11"	N85°00'36"E	154.19
C47	159.95	400.00	22°54'42"	N85°06'21"E	158.89
C48	24.31	15.00	92°51'05"	N50°08'09"E	21.73
C49	71.80	50.00	82°16'27"	N81°03'36"E	65.79
C50	53.68	50.00	61°30'46"	N27°02'47"W	51.14
C51	30.77	25.00	70°31'43"	N31°33'15"W	28.87

NOTES:

1. LOT 1, BLOCK G; LOT 60, 64 AND 76, BLOCK C, ARE FOR LANDSCAPE PURPOSES. LOT 48, BLOCK A IS FOR LANDSCAPE AND OPEN SPACE PURPOSES. THESE LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M.U.D. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THESE LOTS.
2. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. 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.
6. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. 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.
8. 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, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
9. THE BASIS OF BEARINGS FOR PARCEL A AND PARCEL B IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
10. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
11. 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.

NEW STREETS:

NAME	LENGTH	DESIGN SPEED	ROW WIDTH	PAVEMENT WIDTH	DESIGNATION
BRITTANY WOODS LOOP	726'	30 MPH	50'	33'	PUBLIC
COLERIDGE COVE	119'	30 MPH	50'	33'	PUBLIC
BARBOSA COVE	753'	30 MPH	50'	33'	PUBLIC
BRITTANY WOODS COVE	83'	30 MPH	50'	33'	PUBLIC
TOTAL	1681'				

DATE: 1 FEBRUARY 2017 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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FINAL PLAT OF

TERRA DEL SOL AT SANTA RITA RANCH WEST PHASE 1 SECTION 2

WILLIAMSON COUNTY, TEXAS

DESCRIPTION PARCEL A

THAT PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 41.118 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018073456 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF SAID 41.118 ACRE TRACT, BEING THE NORTHEAST CORNER OF LOT 54, BLOCK A, TERRA DEL SOL AT SANTA RITA RANCH WEST PHASE 1 SECTION 1 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018037552 OPRWC, BEING ALSO THE NORTHEAST CORNER OF SAID SECTION 1 AND ON THE SOUTH LINE OF A 9 ACRE TRACT OF LAND CONVEYED TO LARRY EVERETT FOUST, ET UX BY DEED RECORDED IN VOLUME 764, PAGE 801 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC);

THENCE N88°03'51"E ALONG THE NORTH LINE OF SAID 41.118 ACRE TRACT AND THE SOUTH LINE OF SAID 9 ACRE TRACT, A DISTANCE OF 610.17 FEET TO A 1/2"IRON ROD SET, FROM WHICH THE NORTHEAST CORNER OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 BEARS APPROXIMATELY N54°17'16"E A DISTANCE OF 5718 FEET;

THENCE ACROSS SAID 41.118 ACRE TRACT THE FOLLOWING TWO COURSES:

1. S12°07'38"E A DISTANCE OF 181.98 FEET TO A 1/2"IRON ROD SET;
2. S11°26'54"E A DISTANCE OF 335.72 FEET A 1/2"IRON ROD SET AT A NON-TANGENT CURVE TO THE RIGHT, ON THE NORTH LINE OF TERRA DEL SOL PARKWAY, BEING ALSO THE NORTH LINE OF SANTA RITA RANCH SOUTH SECTION 7B, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2019027422 OPRWC;

THENCE ALONG THE NORTH LINE OF SAID TERRA DEL SOL PARKWAY, BEING ALSO THE NORTH LINE OF SAID SANTA RITA RANCH SOUTH SECTION 7B, AND ACROSS SAID 41.118 ACRE TRACT THE FOLLOWING EIGHT COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 136.40 FEET, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 24°02'48", AND A CHORD BEARING S84°32'18"W, 135.40 FEET TO A 1/2"IRON ROD SET;
2. N83°26'19"W A DISTANCE OF 13.41 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
3. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 22.82 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 87°08'55", AND A CHORD BEARING N39°51'51"W, 20.68 FEET TO A 1/2"IRON ROD SET;
4. N81°44'00"W A DISTANCE OF 50.16 FEET TO A 1/2"IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
5. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 24.31 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92°51'05" AND A CHORD BEARING S50°08'09"W, 21.73 FEET TO A 1/2"IRON ROD SET;
6. N83°26'19"W A DISTANCE OF 18.27 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
7. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 90.66 FEET, SAID CURVE HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 09°16'34", AND A CHORD BEARING N88°04'35"W, 90.56 FEET TO A 1/2"IRON ROD SET;
8. S87°17'08"W A DISTANCE OF 348.17 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 8A, BLOCK G OF SAID SECTION 1 AND ON THE EAST LINE OF SAID SECTION 1;

THENCE ALONG THE EAST LINE OF SAID SECTION 1 AND ALONG THE WEST LINE OF SAID 41.118 ACRE TRACT THE FOLLOWING FOUR COURSES:

1. N10°48'13"W A DISTANCE OF 157.55 FEET TO A 1/2"IRON ROD SET;
2. N01°56'09"W A DISTANCE OF 145.00 FEET TO A 1/2"IRON ROD SET;
3. N88°03'51"E A DISTANCE OF 10.63 FEET TO A 1/2"IRON ROD SET;
4. N01°56'09"W A DISTANCE OF 200.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 7.583 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

DESCRIPTION PARCEL B

THAT PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 41.118 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018073456 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET ON THE NORTHWESTERLY LINE OF LOT 1, DE VEAU SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET K, SLIDE 125 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC), BEING THE SOUTHWEST CORNER OF SAID 41.118 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND AT A SOUTHWESTERLY ANGLE POINT OF THE REMAINDER OF THAT 103.80 ACRE TRACT CONVEYED TO R29 INVESTMENTS, LLC. BY DEED RECORDED IN DOCUMENT NO. 2013064831 OPRWC AND AT A NORTHWESTERLY ANGLE POINT OF SAID DE VEAU SUBDIVISION BEARS S69°30'40"W A DISTANCE OF 200.31 FEET;

THENCE N61°42'24"W ACROSS SAID 103.80 ACRE TRACT AND ALONG THE WEST LINE OF SAID 41.118 ACRE TRACT, A DISTANCE OF 317.10 FEET TO A 1/2"IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 80, BLOCK C OF TERRA DEL SOL AT SANTA RITA RANCH WEST PHASE 1 SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018037552 OPRWC, AND AT THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE ALONG THE EAST LINE OF SAID SECTION 1 AND CONTINUING ALONG THE WEST LINE OF SAID 41.118 ACRE TRACT THE FOLLOWING THREE COURSES:

1. N06°14'29"W A DISTANCE OF 156.65 FEET TO A 1/2"IRON ROD SET;
2. N01°54'55"W A DISTANCE OF 153.94 FEET TO A 1/2"IRON ROD SET;
3. N00°01'37"W A DISTANCE OF 308.78 FEET TO A 1/2"IRON ROD SET AT THE NORTHEAST CORNER OF LOT 77A, BLOCK C OF SAID SECTION 1, BEING AT THE SOUTHWEST CORNER OF TERRA DEL SOL PARKWAY, BEING ALSO THE MOST SOUTHERLY NORTHWEST CORNER OF SANTA RITA RANCH SOUTH SECTION 7B, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2019027422 OPRWC;

THENCE ALONG THE SOUTH LINE OF SAID TERRA DEL SOL PARKWAY, ALONG THE WEST LINE OF SAID SANTA RITA RANCH SOUTH SECTION 7B, AND ACROSS SAID 41.118 ACRE TRACT THE FOLLOWING 12 COURSES:

1. N87°17'08"E A DISTANCE OF 131.61 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 23.56 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S47°42'52"E, 21.21 FEET TO A 1/2"IRON ROD SET;
3. N87°17'08"E A DISTANCE OF 50.00 FEET TO A 1/2"IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
4. NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 23.56 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N42°17'08"E, 21.21 FEET TO A 1/2"IRON ROD SET;
5. N87°17'08"E A DISTANCE OF 136.56 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
6. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 80.95 FEET, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 09°16'34", AND A CHORD BEARING S88°04'35"E, 80.86 FEET TO A 1/2"IRON ROD SET;
7. S83°26'19"E A DISTANCE OF 22.75 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
8. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 22.82 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 87°08'55", AND A CHORD BEARING S39°51'51"E, 20.68 FEET TO A 1/2"IRON ROD SET;
9. S81°44'00"E A DISTANCE OF 50.16 FEET TO A 1/2"IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
10. NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 24.31 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92°51'05" AND A CHORD BEARING N50°08'09"E, 21.73 FEET TO A 1/2"IRON ROD SET;
11. S83°26'19"E A DISTANCE OF 8.92 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
12. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 155.24 FEET, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 23°06'11", AND A CHORD BEARING N85°00'36"E, 154.19 FEET TO A 1/2"IRON ROD SET ON A WESTERLY INSIDE ELL CORNER OF SAID SANTA RITA RANCH SOUTH SECTION 7B;

THENCE S11°26'54"E ALONG THE WEST LINE OF SAID SANTA RITA RANCH SOUTH SECTION 7B AND ACROSS SAID 41.118 ACRE TRACT A DISTANCE OF 604.00 FEET TO A 1/2"IRON ROD SET ON THE SOUTH LINE OF SAID 41.118 ACRE TRACT, SAME BEING THE NORTHWEST LINE OF LOT 2 OF SAID DE VEAU SUBDIVISION, AND ON THE NORTHWEST LINE OF SAID DE VEAU SUBDIVISION, BEING ALSO THE SOUTHWEST CORNER OF SAID SANTA RITA RANCH SOUTH SECTION 7B;

THENCE WITH THE SOUTH LINE OF SAID 41.118 ACRE TRACT, THE NORTHWEST LINE OF SAID DE VEAU SUBDIVISION AND IN PART WITH THE NORTHWEST LINES OF SAID LOT 2 AND 1 OF SAID DE VEAU SUBDIVISION THE FOLLOWING TWO COURSES:

1. S69°32'35"W A DISTANCE OF 131.70 FEET TO A 1/2"IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 2, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1;
2. S69°30'40"W A DISTANCE OF 414.42 FEET TO THE SAID POINT OF BEGINNING;

CONTAINING 11.918 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

SURVEYOR'S CERTIFICATION

I, WILLIAMSON L. JOHNSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

William L Johnson 30 JULY 2019
WILLIAMSON L. JOHNSON DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5425
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · WILLIAM L. JOHNSON · 5425 · PROFESSIONAL · LAND SURVEYOR

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL No. 48491C0275E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

J. Keith Collins 7/30/19
KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER No. 80579
STATE OF TEXAS

STATE OF TEXAS · J. KEITH COLLINS · 80579 · REGISTERED · PROFESSIONAL ENGINEER

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF A FIRST DEED OF TRUST LIEN DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT No. 2013102997 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING THE SOLE OWNER AND HOLDER OF A SECOND DEED OF TRUST LIEN DATED JANUARY 31, 2018, RECORDED AS DOCUMENT No. 2018009168 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING NOTE(S) OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: Allen E Wise

TITLE: Executive Vice President

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Allen E Wise, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th DAY OF August, 2019 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES: 6-2-2020

ARACELI HERNANDEZ · Notary Public, State of Texas · Commission Expires 06-02-2020 · Notary ID 126285198

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 16th DAY OF August, 2019 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

THE CITY OF LIBERTY HILL, TEXAS, ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 8-16-19
SALLY A. MCFERON DATE
CITY OF LIBERTY HILL

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

THAT MIDDLEBROOK, LTD. SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018073456 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 "TERRA DEL SOL AT SANTA RITA RANCH WEST PHASE 1 SECTION 2".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ___ DAY OF _____ 20____.

MIDDLEBROOK, LTD., A TEXAS LIMITED PARTNERSHIP

BY: _____
JAMES EDWARD HORNE
8200 NORTH MOPAC, SUITE 300
AUSTIN, TX 78759

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2 DAY OF August, 2019 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Patricia A Melton

MY COMMISSION EXPIRES: 5-25-2020

PATRICIA A MELTON · Notary ID # 2653505 · My Commission Expires · May 25, 2020

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

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

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

_____
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF 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 DOCUMENT 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 RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: 1 FEBRUARY 2017

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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Commissioners Court - Regular Session **28.**

Meeting Date: 09/17/2019

Discuss consider and take appropriate action on approval of the final plat for the Park at Blackhawk IV Phase 1 subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Park at Blackhawk IV Phase 1 subdivision – Precinct 4.

Background

This is the first section of the Park at Blackhawk IV development. It consists of 1 single family lot, 2 open space lots, 1 and 1,637 feet of new public roads in Williamson County. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $2,775,951.93 has been posted with the County to cover the cost of the remaining construction. A portion of this subdivision lies within Travis County and the entire subdivision is located within the ETJ of the City of Pflugerville. There are 59 lots and 2,540 feet of new public roads in total.

Timeline

2017-07-06 – Initial submittal of final plat
2017-07-25 – 1st review complete with comments
2017-08-29 – 2nd submittal of final plat
2017-08-29 – 2nd review of final plat with comments
2018-01-19 – 3rd submittal of final plat
2018-03-21 – 3rd review complete with comments
2018-04-03 – 4th submittal of final plat
2018-04-09 – 4th review complete with comments clear except for completing construction or posting a bond for the remaining construction
2019-09-11 – receipt of a bond for the remaining construction
2019-09-12 – receipt of final plat with all signatures
2019-09-12 – final plat placed on September 17, 2019 Court agenda for consideration

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Fiscal Impact

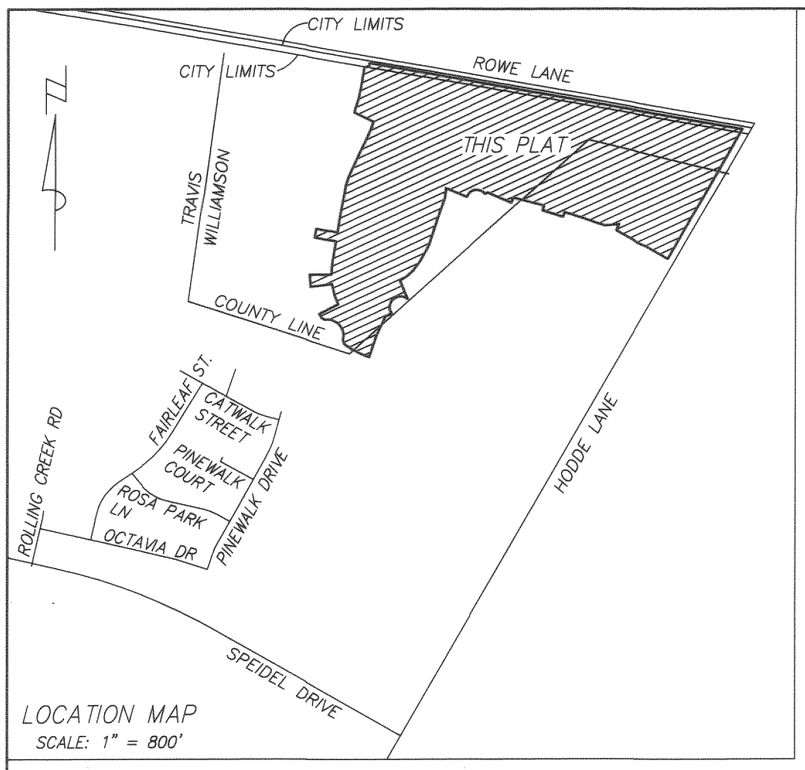
From/To	Acct No.	Description	Amount

Attachments

final plat - Park at Blackhawk IV Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 12:02 PM
Form Started By: Adam Boatright		Started On: 09/12/2019 11:32 AM
Final Approval Date: 09/12/2019		



LOCATION MAP
SCALE: 1" = 800'

FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 1

TRAVIS & WILLIAMSON COUNTIES, TEXAS

TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

DATE: AUGUST 20, 2017

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

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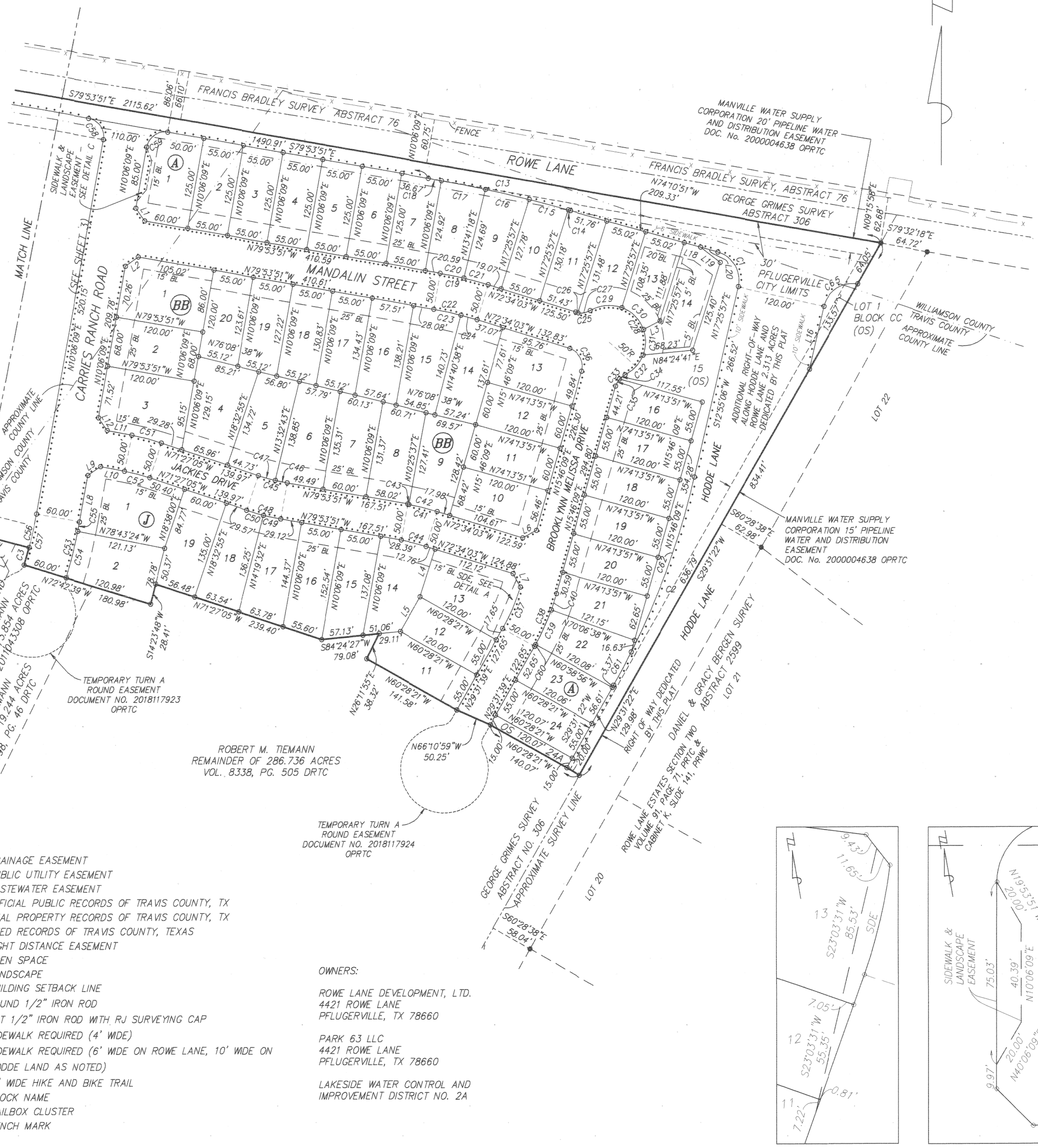
FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 1

TRAVIS & WILLIAMSON COUNTIES, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'



LEGEND:

DE	DRAINAGE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
WWE	WASTEWATER EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TX
RPRTC	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TX
DRTC	DEED RECORDS OF TRAVIS COUNTY, TEXAS
SDE	SIGHT DISTANCE EASEMENT
OS	OPEN SPACE
LS	LANDSCAPE
BL	BUILDING SETBACK LINE
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD WITH RJ SURVEYING CAP
· · · · · ·	SIDEWALK REQUIRED (4' WIDE)
· · · ·	SIDEWALK REQUIRED (6' WIDE ON ROWE LANE, 10' WIDE ON HODDE LAND AS NOTED)
* * *	10' WIDE HIKE AND BIKE TRAIL
(B)	BLOCK NAME
⊠	MAILBOX CLUSTER
⊕	BENCH MARK

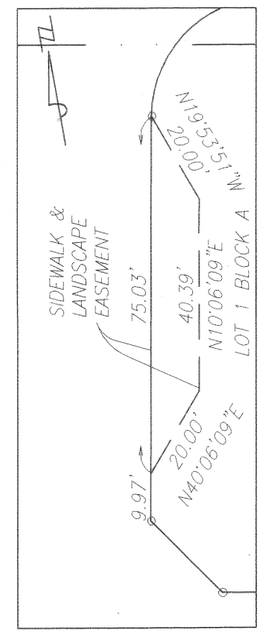
OWNERS:

ROWE LANE DEVELOPMENT, LTD.
4421 ROWE LANE
PFLUGERVILLE, TX 78660

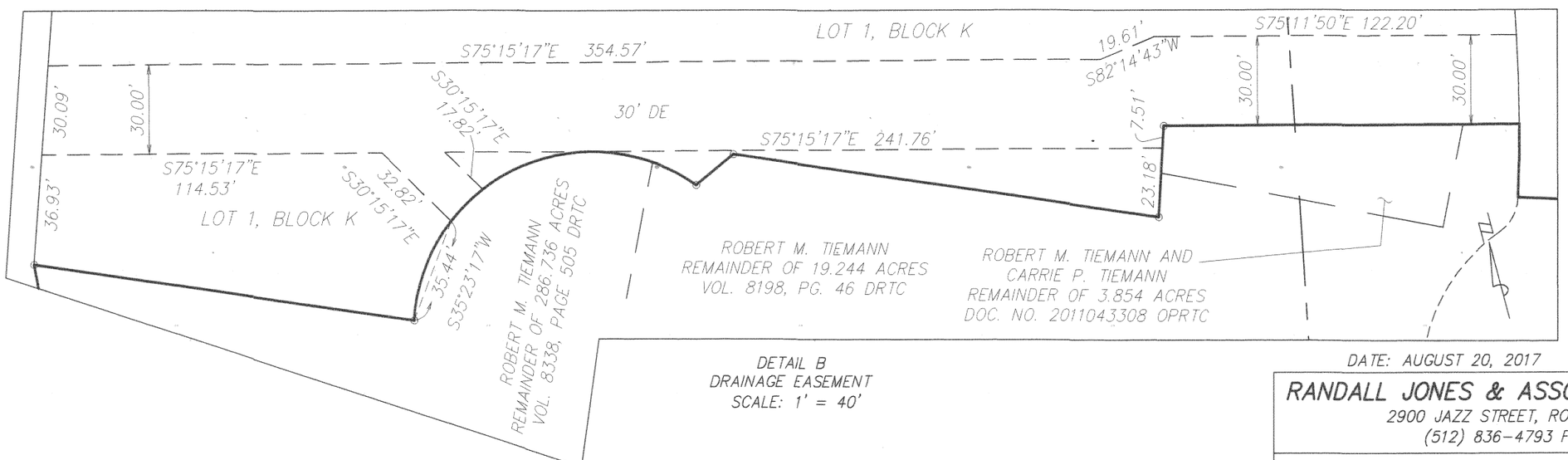
PARK 63 LLC
4421 ROWE LANE
PFLUGERVILLE, TX 78660

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A

DETAIL A
SIGHT DISTANCE EASEMENT
SCALE: 1' = 40'



DETAIL C
SIDEWALK & LANDSCAPE EASEMENT
SCALE: 1' = 30'



DETAIL B
DRAINAGE EASEMENT
SCALE: 1' = 40'

DATE: AUGUST 20, 2017 SCALE: 1" = 100'

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FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 1

TRAVIS & WILLIAMSON COUNTIES, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

N10°06'09"E 60.80'
N79°53'51"W 623.29'
ROBERT M. TIEMANN
261.87 ACRES
VOL. 7818, PG. 214 DRTC
30' PFLUGERVILLE CITY LIMITS
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A
REMAINDER OF 17.537 ACRES
(TRACT 1)
DOC. NO. 2018044279 OPRTC
N10°19'09"E 57.89'
FENCE
JOHN R. SAUL VOL. 450, PG. 91 DRWC
APPROXIMATE SURVEY LINE
GEORGE GRIMES SURVEY ABSTRACT 883
6' SIDEWALK
RIGHT OF WAY DEDICATED BY THIS PLAT
C12
N09°15'09"E 78.68'
C67
L14
C66
N 61°51'18" E 24.00'
C11
120.00'
N64°34'09"W
N20°59'36"E 56.17'
N24°20'43"E 55.01'
N25°25'51"E 55.00'
N25°25'51"E 110.00'
N24°47'59"E 62.84'
N17°15'26"E 57.43'
N09°36'11"E 65.00'
N09°15'09"E 195.00'
10' WIDE HIKE AND BIKE TRAIL
ROBERT M. TIEMANN
REMAINDER OF 286.736 ACRES
VOL. 8338, PG. 505 DRTC
N09°15'09"E 50.00'
S80°44'51"E 120.00'
N80°44'51"W 120.00'
CONCRETE MONUMENT
N09°15'09"E 130.00'
N04°36'25"E 59.29'
N89°57'41"E 120.00'
C10
S81°43'29"W 120.00'
N12°55'15"W 59.29'
N22°12'44"W 59.29'
N63°08'32"E 120.00'
APPROXIMATELY 7081'
S80°16'56"W TO SW CORNER OF V. W. SWEARENGEN SURVEY No. 32
S78°45'59"W 6791.06'
C9
N64°15'10"W 22.61'
C8
JNC DEVELOPMENT, INC.
29.50 ACRES
DOC. No. 2015165363 OPRTC
N18°20'37"W 22.61'
C7
L15
C68
L13
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A
REMAINDER OF 17.537 ACRES
(TRACT 1)
DOC. NO. 2018044279 OPRTC
S68°05'31"W 442'
SQUARE ON SIDEWALK RAMP
N-10147401.69
E-3173873.16
ELEV=637.01' NAVD 88
S73°04'15"E 24.56'
CONCRETE MONUMENT
BENCH MARK
N: 10,147,586.29'
E: 3,174,299.35'
ELEVATION: 634.06'
NAVD 88
S18°22'39"W 120.00'
S24°40'18"W 128.89'
APPROXIMATE COUNTY LINE
WILLIAMSON COUNTY
TRAVIS COUNTY
S18°04'24"W 275.85'
ROBERT M. TIEMANN
REMAINDER OF 286.736 ACRES
VOL. 8338, PAGE 505 DRTC
C6
C5
S71°56'24"W 36.03'
S22°41'33"E 110.27'
S55°27'43"W 48.21'
S46°51'25"W 50.62'
S37°20'12"W 50.65'
S29°58'51"W 53.89'
S28°01'29"W 55.02'
ROBERT M. TIEMANN
REMAINDER OF 19.244 ACRES
VOL. 8198, PG. 46 DRTC
MANVILLE WATER SUPPLY CORPORATION 20' PIPELINE WATER AND DISTRIBUTION EASEMENT
DOC. No. 2000004638 OPRTC
64.52'
84.57'
ROWE LANE
1490.91' S79°53'51"E
N79°53'51"W 385.26'
25' DE
S79°53'51"E 2115.62'
C58
110.00'
K
LOT 1, BLOCK K
AMENITY CENTER,
OFFICE/COMMERCIAL
RESIDENTIAL LOT
6.238 ACRES
MATCH LINE
(SEE SHEET 2)
MAIL BOX CLUSTER TO BE INCORPORATED INTO PARKING AREA FOR AMENITY CENTER
N19°06'20"E 602.81'
10' WIDE HIKE AND BIKE TRAIL
30' DE - SEE DETAIL B
C4
58.41'
S03°45'41"W
N66°34'37"W 129.54'
S65°41'49"W 16.16'
N66°34'37"W 144.85'
N75°11'51"W 120.00'
C56
C57
C3
60.00'
S18°03'41"W 30.69'
APPROXIMATE COUNTY LINE
WILLIAMSON COUNTY
TRAVIS COUNTY
N10°06'09"E 520.15'
CARRIES RANCH ROAD
MATCH LINE
ROBERT M. TIEMANN AND CARRIE P. TIEMANN
REMAINDER OF 3.854 ACRES
DOC. NO. 2011043308 OPRTC
LOT 33, BLOCK K
DRAINAGE AREA, OPEN SPACE & PUE
17.486 ACRES

LEGEND:

DE	DRAINAGE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
WWE	WASTEWATER EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TX
RPRTC	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TX
DRTC	DEED RECORDS OF TRAVIS COUNTY, TEXAS
SDE	SIGHT DISTANCE EASEMENT
OS	OPEN SPACE
LS	LANDSCAPE
BL	BUILDING SETBACK LINE
●	FOUND 1/2" IRON ROD
o	SET 1/2" IRON ROD WITH RJ SURVEYING CAP
· · · · ·	SIDEWALK REQUIRED (4' WIDE)
· · · ·	SIDEWALK REQUIRED (6' WIDE ON ROWE LANE, 10' W. HODDE LAND AS NOTED)
* * *	10' WIDE HIKE AND BIKE TRAIL
(B)	BLOCK NAME
☒	MAILBOX CLUSTER

DATE: AUGUST 20, 2017 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 1

TRAVIS & WILLIAMSON COUNTY, TEXAS

1. THIS PLAT LIES WITHIN THE CITY LIMITS AND ETJ OF PFLUGERVILLE.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAKESIDE WCID No. 2A. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY (WHOLESALE) WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE (WHOLESALE). NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
3. A TEN FOOT PUBLIC UTILITY AND SIDEWALK EASEMENT (PUE) IS HEREBY DEDICATED BY THIS PLAT ALONG ALL STREET FRONTAGE.
4. EASEMENTS DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE No. 1206-15-02-24. THE GRANTOR , HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY, WILLIAMSON COUNTY AND THE CITY OF PFLUGERVILLE.
6. THE PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY, WILLIAMSON COUNTY, AND THE CITY OF PFLUGERVILLE FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
7. A MINIMUM OF A FOUR FOOT (4') SIDEWALK SHALL BE CONSTRUCTED ALONG EACH SIDE OF CARRIES RANCH ROAD, MANDALIN STREET, JACKIES DRIVE, AND BROOKLYN MELISSA DRIVE.
8. STREETLIGHTS SHALL BE INSTALLED AND IN FULL WORKING ORDER WITH THE PUBLIC IMPROVEMENTS. ALL STREETLIGHTS SHALL BE IN CONFORMANCE WITH ALL CITY OF PFLUGERVILLE ORDINANCES INCLUDING BUT NOT LIMITED TO BEING DOWNCAST AND FULL CUT OFF TYPE.
9. THIS SUBDIVISION SHALL MITIGATE THE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
10. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING MANUAL, AS AMENDED.
11. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH THE APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
12. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE AND WILLIAMSON COUNTY PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
13. ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
14. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
15. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
16. BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, IMPLEMENT A STORM WATER POLLUTION PREVENTION CONTROL PLAN (SWP3). THE SWP3 REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
17. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2002010202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE SUPPLEMENTAL DECLARATIONS TO THE PARK AT BLACKHAWK AND LAKESIDE AT BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO. 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
18. ROW ACCESS FOR LOTS 1-14, BLOCK A, IS RESTRICTED TO MANDALIN OR BROOKLYN MELISSA DRIVE, AS APPLICABLE; ACCESS FROM LOT 1, BLOCK BB, TO MANDALIN STREET IS PROHIBITED; ACCESS FROM LOT 3, BLOCK BB, TO JACKIES DRIVE IS PROHIBITED; ACCESS FROM LOT 13, BLOCK BB, TO MANDALIN STREET IS PROHIBITED; ACCESS FROM LOT 10, BLOCK BB, TO JACKIES DRIVE IS PROHIBITED; ACCESS FROM LOT 1, BLOCK J, TO JACKIES DRIVE IS PROHIBITED; ACCESS FROM LOT 13, BLOCK J, TO JACKIES DRIVE IS PROHIBITED; AND ACCESS FROM LOTS 16-24, BLOCK A, IS RESTRICTED TO BROOKLYN MELISSA DRIVE.
19. THE SIDEWALK EASEMENT ON BLOCK A, LOT 1 IS HEREBY GRANTED, IMPOSED AND CONVEYED TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A FOR THE CONSTRUCTION, INSTALLATION, PLACEMENT, OPERATION, MAINTENANCE, REPAIR, UPGRADE AND REPLACEMENT OF A PUBLIC SIDEWALK TO ALLOW PEDESTRIAN ACCESS OVER AND ACROSS THE EASEMENT AREA. MOTORIZED VEHICULAR ACCESS SHALL NOT BE ALLOWED OVER AND ACROSS THE EASEMENT.
20. LOTS 15 AND 24A, BLOCK A; LOT 1, BLOCK CC; AND LOT 33, BLOCK K, SHALL BE OWNED AND MAINTAINED AS OPEN SPACE BY THE HOMEOWNERS ASSOCIATION AND ARE RESTRICTED TO NON-RESIDENTIAL USES. SEE DOCUMENT No. 2008106917 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
21. SETBACKS ARE AS FOLLOWS: FRONT: 25'; REAR: 20'; SIDE: 5'; AND STREET SIDE: 15'. A FRONT SETBACK GREATER THAN 25' MAY BE REQUIRED ON LOTS 12 AND 13, BLOCK J, DUE TO THE SIGHT LINE EASEMENT.
22. THIS SUBDIVISION IS SUBJECT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND AND CATTLE DEVELOPMENT, INC AND THE CITY OF PFLUGERVILLE, DATED APRIL 29, 1997, AND AS AMENDED (WITH RESPECT TO TREE PRESERVATION.)
23. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS' COURT OR THE CITY OF PFLUGERVILLE AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
24. THE ASSESSED WASTEWATER IS $1362.00 PER LOT PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND & CATTLE, INC. AND THE CITY OF PFLUGERVILLE, TEXAS INCLUDING CONSENT TO CREATION OF WATER CONTROL AND IMPROVEMENT DISTRICTS AND THE DEVELOPMENT OF A CERTAIN 1113 ACRE TRACT LOCATED IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS DATED APRIL 29, 1997, AS AMENDED.
25. A SIX (6) FOOT PUBLIC SIDEWALK IS REQUIRED ALONG THE SOUTH SIDE OF ROWE LANE. A TEN (10) FOOT SIDEWALK IS REQUIRED ALONG BOTH SIDES OF HODDE LANE. THE SIDEWALKS ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER THE ABUTTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
26. ALL SIDEWALKS IN WILLIAMSON COUNTY WILL BE MAINTAINED BY THE PARK AT BLACKHAWK AND LAKESIDE HOMEOWNERS ASSOCIATION.
27. 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.
28. 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.
29. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, 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, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
30. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION THAT LIE WITHIN WILLIAMSON COUNTY, INCLUDING BLOCK A, LOTS 1-2; BLOCK BB, LOTS 1-2; AND BLOCK K, LOT 1. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
31. PARKLAND DEDICATION REQUIREMENT NOTE: TO DATE, ALL PUBLIC PARKLAND REQUIREMENTS HAVE BEEN MET PER THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND AND CATTLE DEVELOPMENT, INC AND THE CITY OF PFLUGERVILLE, DATED APRIL 29, 1997, AND AS AMENDED.
32. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
33. LOTS 1 AND 33, BLOCK K WILL BE OWNED AND MAINTAINED BY LAKESIDE WCID # 2A.

THE FULLY DEVELOPED 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) SHOWN HEREON.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48453C0285H, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS.

I, J. KEITH COLLINS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS IN COMPLIANCE WITH CHAPTER 482 OF THE TRAVIS COUNTY CODE.

J. KEITH COLLINS
LICENSED PROFESSIONAL ENGINEER No. 80579
STATE OF TEXAS

STATE OF TEXAS · J. KEITH COLLINS · 80579 · REGISTERED PROFESSIONAL ENGINEER · 9/24/18

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

THAT I, WILLIAM L. JOHNSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND THAT ALL KNOWN EASEMENTS AS SHOWN ON THE LATEST TITLE COMMITMENT WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON AND IS IN COMPLIANCE WITH CHAPTER 482 OF THE TRAVIS COUNTY CODE.

24 SEPTEMBER 2018
WILLIAM L. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5425
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · WILLIAM L. JOHNSON · 5425 · PROFESSIONAL · LAND SURVEYOR

SITE DATA:

AREA OF THIS PLAT: 39.159 ACRES
LAND USE: 9.602 ACRES SINGLE FAMILY
BLOCKS: 5
SINGLE FAMILY LOTS: 54

AREA BY USE

TYPE	ACRES	QUANTITY
RESIDENTIAL	9.602	54
AMENITY CENTER, OFFICE/ COMMERCIAL, RESIDENTIAL LOT	6.238	1
OPEN SPACE	0.468	3
DRAINAGE AREA	17.486	1
STREET	3.052	NA
RIGHT OF WAY	2.313	NA

NEW STREETS:

	LENGTH	WIDTH	ACRES	SPEED
CARRIES RANCH ROAD (PUBLIC)	620'	60'	0.861	30mph
MANDALIN STREET (PUBLIC)	701'	50'	0.810	30mph
JACKIES DRIVE (PUBLIC)	671'	50'	0.718	30mph
BROOKLYN MELISSA DRIVE (PUBLIC)	548'	50'	0.664	30mph
NEW HODDE/ROWE LANE ROW (PUBLIC)	N/A	N/A	2.313	N/A
TOTAL	2,540'		5.366	

MANDALIN STREET HAS 89' IN WILLIAMSON COUNTY AND 612' IN TRAVIS COUNTY.
CARRIES RANCH ROAD HAS 329' IN WILLIAMSON COUNTY AND 291' IN WILLIAMSON COUNTY.

LOT AREAS:

BLOCK A
LOT 1 = 9,128 S.F.
LOT 2 = 6,875 S.F.
LOT 3 = 6,875 S.F.
LOT 4 = 6,875 S.F.
LOT 5 = 6,875 S.F.
LOT 6 = 6,875 S.F.
LOT 7 = 6,874 S.F.
LOT 8 = 7,146 S.F.
LOT 9 = 7,246 S.F.
LOT 10 = 7,101 S.F.
LOT 11 = 7,202 S.F.
LOT 12 = 6,433 S.F.
LOT 13 = 6,433 S.F.
LOT 14 = 8,498 S.F.
LOT 15 = 16,478 S.F. (OS)
LOT 16 = 6,591 S.F.
LOT 17 = 6,600 S.F.
LOT 18 = 6,600 S.F.
LOT 19 = 6,600 S.F.
LOT 20 = 6,600 S.F.
LOT 21 = 7,006 S.F.
LOT 22 = 7,448 S.F.
LOT 23 = 6,732 S.F.
LOT 24 = 6,604 S.F
LOT 24A = 1,801 S.F. (OS)

BLOCK CC
LOT 1 = 2,101 S.F. (OS)

BLOCK K
LOT 1 = 6.238 ACRES (AMENITY CTR, OFFICE/COMMERCIAL, RESIDENTIAL LOT)
LOT 33 = 17.489 ACRES (DE)

BLOCK BB
LOT 1 = 10,202 S.F.
LOT 2 = 8,160 S.F.
LOT 3 = 10,568 S.F.
LOT 4 = 9,933 S.F.
LOT 5 = 8,600 S.F.
LOT 6 = 8,491 S.F.
LOT 7 = 8,001 S.F.
LOT 8 = 7,792 S.F.
LOT 9 = 8,089 S.F.
LOT 10 = 8,301 S.F.
LOT 11 = 7,200 S.F.
LOT 12 = 7,200 S.F.
LOT 13 = 8,978 S.F.
LOT 14 = 8,161 S.F.
LOT 15 = 8,449 S.F.
LOT 16 = 7,840 S.F.
LOT 17 = 7,295 S.F.
LOT 18 = 7,096 S.F.
LOT 19 = 6,898 S.F.
LOT 20 = 6,699 S.F.

BLOCK J
LOT 1 = 11,438 S.F.
LOT 2 = 8,718 S.F.
LOT 11 = 7,667 S.F.
LOT 12 = 6,600 S.F.
LOT 13 = 10,012 S.F.
LOT 14 = 8,441 S.F.
LOT 15 = 7,964 S.F.
LOT 16 = 8,165 S.F.
LOT 17 = 8,147 S.F.
LOT 18 = 7,911 S.F.
LOT 19 = 8,020 S.F.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	60.79	40.00	87°04'13"	S30°38'44"E	55.10
C2	305.74	1055.00	16°36'16"	S21°13'14"W	304.67
C3	24.74	570.00	2°29'13"	N16°02'45"E	24.74
C4	128.33	60.00	122°32'45"	S79°29'05"W	105.23
C5	5.45	25.00	12°29'49"	N60°26'34"W	5.44
C6	170.91	60.00	163°12'26"	S44°12'08"W	118.71
C7	57.54	486.00	06°47'00"	N56°09'26"W	57.50
C8	180.25	90.00	114°45'13"	N41°17'54"W	151.60
C9	25.22	486.00	2°58'23"	N28°20'39"W	25.22
C10	69.87	486.00	8°14'12"	N04°09'25"W	69.81
C11	32.39	931.74	01°59'32"	N18°16'12"E	32.39
C12	39.64	25.00	90°51'00"	N54°40'39"E	35.62
C13	199.55	2000.00	5°43'00"	S77°02'21"E	199.47
C14	3.26	2000.00	0°05'36"	N74°13'39"W	3.26
C15	55.05	2000.00	1°34'38"	N75°03'46"W	55.05
C16	61.66	2000.00	1°45'59"	N76°44'05"W	61.66
C17	61.25	2000.00	1°45'16"	N78°29'43"W	61.24
C18	18.33	2000.00	0°31'30"	N79°38'06"W	18.33
C19	67.17	525.00	7°19'48"	N76°13'57"W	67.12
C20	32.86	525.00	3°35'09"	N78°06'17"W	32.85
C21	34.31	525.00	3°44'39"	N74°26'23"W	34.30
C22	60.77	475.00	7°19'48"	N76°13'57"W	60.73
C23	37.93	475.00	4°34'29"	N77°36'36"W	37.92
C24	22.84	475.00	2°45'19"	N73°56'42"W	22.84
C25	21.03	25.00	48°11'23"	N83°20'16"E	20.41
C26	3.58	25.00	8°12'28"	N76°40'17"W	3.58
C27	17.45	25.00	39°58'55"	N79°14'02"E	17.09
C28	161.20	50.00	184°42'57"	N28°23'57"W	99.92
C29	44.72	50.00	51°14'52"	N84°52'00"E	43.25
C30	43.66	50.00	50°02'01"	N44°29'33"W	42.29
C31	35.76	50.00	40°58'29"	N01°00'42"E	35.00
C32	37.06	50.00	42°27'35"	N42°43'44"E	36.21
C33	21.03	25.00	48°11'23"	N39°51'50"E	20.41
C34	9.87	25.00	22°36'47"	N52°39'08"E	9.80
C35	11.16	25.00	25°34'36"	N28°33'26"E	11.07
C36	38.54	25.00	88°20'11"	N28°23'57"W	34.84
C37	61.59	275.00	12°49'55"	N23°06'42"E	61.46
C38	78.04	325.00	13°45'30"	N22°38'54"E	77.86
C39	51.78	325.00	9°07'43"	N24°27'13"E	51.73
C40	23.37	325.00	4°07'13"	N17°49'45"E	23.37
C41	41.58	325.00	7°19'48"	N76°13'57"W	41.55
C42	39.74	325.00	7°00'20"	N76°04'13"W	39.71
C43	1.84	325.00	0°19'28"	N79°44'07"W	1.84
C44	35.18	275.00	7°19'48"	N76°13'57"W	35.16
C45	40.54	275.00	8°26'46"	N75°40'28"W	40.50
C46	16.52	275.00	3°26'34"	N78°10'34"W	16.52
C47	24.02	275.00	5°00'12"	N73°57'11"W	24.02
C48	47.90	325.00	8°26'46"	N75°40'28"W	47.87
C49	23.95	325.00	4°13'23"	N77°47'09"W	23.95
C50	23.95	325.00	4°13'23"	N73°33'46"W	23.95
C51	42.24	325.00	7°26'46"	N75°10'28"W	42.21
C52	35.74	275.00	7°26'46"	N75°10'28"W	35.71
C53	79.02	630.00	7°11'12"	N13°41'45"E	78.97
C54	66.11	630.00	6°00'46"	N14°16'58"E	66.08
C55	12.91	630.00	1°10'27"	N10°41'22"E	12.91
C56	46.76	570.00	4°42'00"	N12°27'09"E	46.74
C57	71.50	570.00	7°11'12"	N13°41'45"E	71.45
C58	39.27	25.00	90°00'00"	N34°53'51"W	35.36
C59	39.27	25.00	90°00'00"	N55°06'09"E	35.36
C60	2.89	325.00	0°30'35"	N29°16'22"E	2.89
C61	51.24	1055.00	2°46'58"	N28°07'53"E	51.23
C62	254.51	1055.00	13°49'19"	N19°49'45"E	253.89
C63	102.41	486.00	12°04'26"	N65°35'09"W	102.22
C64	57.54	486.00	6°47'00"	N56°09'26"W	57.50
C65	61.00	40.00	87°22'37"	N56°36'24"E	55.26
C66	34.00	948.74	02°03'12"	N15°12'54"E	34.00
C67	63.47	931.74	03°54'12"	N11°12'15"E	63.46
C68	74.54	471.00	09°04'03"	N65°47'23"W	74.46

LINE TABLE

LINE	BEARING	LENGTH
L1	N34°53'51"W	21.21'
L2	N53°41'43"E	21.73'
L3	N62°02'55"E	25.18'
L4	N17°25'57"E	68.08'
L5	N29°31'39"E	55.00'
L6	N61°36'03"E	21.52'
L7	N27°56'09"W	21.08'
L8	S10°06'09"W	64.62'
L9	S55°36'09"W	21.03'
L10	S78°53'51"E	33.11'
L11	S78°53'51"E	33.98'
L12	S34°23'51"E	21.40'
L13	N16°51'22"W	18.51'
L14	N31°25'30"W	24.00'
L15	S73°08'38"W	20.69'
L16	N12°55'06"E	88.04'
L17	N10°06'09"E	20.00'
L18	N74°10'51"W	23.19'
L19	N51°59'42"W	33.99'
L20	N74°10'51"W	24.34'

TOTAL LOTS IN TRAVIS COUNTY
SINGLE FAMILY 53
OPEN SPACE 3
TOTAL 56

TOTAL LOTS IN WILLIAMSON COUNTY
SINGLE FAMILY 1
OPEN SPACE 2
TOTAL 3

BRIEF DESCRIPTION:

BEING 39.159 ACRES OUT OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 306, IN TRAVIS COUNTY, TEXAS, ALSO OUT OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 883, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMAINDER OF THAT 39.177 ACRE TRACT (SAVE AND EXCEPT 13.074 ACRES) CONVEYED TO ROWE LANE DEVELOPMENT, LTD., BY DEED RECORDED IN DOCUMENT NO. 2018034533 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 13.074 ACRE TRACT CONVEYED TO PARK 63 LLC, BY DEED RECORDED IN DOCUMENT NO. 2018007673, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 17.537 ACRE TRACT (TRACT 1) AND ALL OF THAT 5.238 ACRE TRACT (TRACT 2) CONVEYED TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A, BY DEED RECORDED IN DOCUMENT No. 2018044279 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DATE: AUGUST 20, 2017

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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BEING 39.159 ACRES OUT OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 306, IN TRAVIS COUNTY, TEXAS, ALSO OUT OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 883, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 39.177 ACRE TRACT (SAVE AND EXCEPT 13.074 ACRES) CONVEYED TO ROWE LANE DEVELOPMENT, LTD., BY DEED RECORDED IN DOCUMENT NO. 2018034533 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 13.074 ACRE TRACT CONVEYED TO PARK 63 LLC, BY DEED RECORDED IN DOCUMENT NO. 2018007673, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 17.537 ACRE TRACT (TRACT 1) AND ALL OF THAT 5.238 ACRE TRACT (TRACT 2) CONVEYED TO LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A, BY DEED RECORDED IN DOCUMENT No. 2018044279 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2"IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ROWE LANE AND HODDE LANE FOR THE NORTHEAST CORNER OF SAID 39.177 ACRE TRACT, BEING ALSO THE NORTHEAST CORNER OF SAID 13.074 ACRE TRACT;

THENCE S29°31'22"W (BEARING BASIS) ALONG THE NORTHWEST LINE OF SAID HODDE LANE AND THE COMMON SOUTHEAST LINE OF SAID 39.177 ACRE TRACT AND SAID 13.074 ACRE TRACT, 834.41 FEET TO A 1/2"IRON ROD SET;

THENCE ALONG THE COMMON SOUTHERLY LINE OF SAID 39.177 ACRE TRACT AND SAID 13.074 ACRE TRACT, ACROSS THE REMAINDER OF THAT 286.736 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN VOLUME 8338, PAGE 505 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (50% INTEREST IN 195.98 ACRES TO CARRIE PARKER BY DEED RECORDED IN VOLUME 11261, PAGE 354 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS), ACROSS THE REMAINDER OF THAT 3.854 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN AND CARRIE P. TIEMANN BY DEED RECORDED IN DOCUMENT NO. 2011043308 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ACROSS THE REMAINDER OF THAT 19.244 ACRE TRACT CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN VOLUME 8198, PAGE 46 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, THE FOLLOWING NINE COURSES:

1. N60°28'21"W 140.07 FEET TO A 1/2"IRON ROD SET;
2. N66°10'59"W 50.25 FEET TO A 1/2"IRON ROD SET;
3. N60°28'21"W 141.58 FEET TO A 1/2"IRON ROD SET;
4. N26°11'55" E 38.32 FEET TO A 1/2"IRON ROD SET;
5. S84°24'27"W 79.08 FEET TO A 1/2"IRON ROD SET;
6. N71°27'05"W 239.40 FEET TO A 1/2"IRON ROD SET;
7. S14°23'48"W 28.41 FEET TO A 1/2"IRON ROD SET;
8. N72°42'39"W 180.98 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, BEING THE SOUTHWEST CORNER OF SAID 13.074 ACRE TRACT;
9. NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG THE WEST CURVING LINE OF SAID 13.074 ACRE TRACT, AN ARC LENGTH OF 24.74 FEET, SAID CURVE HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 02°29'13", AND A CHORD BEARING N16°02'45"E A DISTANCE OF 24.74 FEET TO A 1/2"IRON ROD SET;

THENCE ALONG THE SOUTHERLY LINE OF SAID 39.177 ACRE TRACT, ALONG THE SOUTH LINE SAID 5.238 ACRE TRACT, ALONG THE EAST, SOUTH, AND WEST LINES OF SAID 17.537 ACRE TRACT, ACROSS THE REMAINDER OF SAID 19.244 ACRE TRACT, ACROSS THE REMAINDER OF SAID 286.736 ACRE TRACT, ACROSS THE NORTH LINE OF THAT 29.50 ACRE TRACT CONVEYED TO JNC DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NO. 2015165363 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE FOLLOWING FIFTY-FOUR COURSES:

1. N75°11'51"W 120.00 FEET TO A 1/2"IRON ROD SET;
2. S18°03'41"W 30.69 FEET TO A 1/2"IRON ROD SET;
3. N66°34'37"W 144.85 FEET TO A 1/2"IRON ROD SET;
4. S65°41'49"W 16.16 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
5. WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC LENGTH OF 128.33 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 122°32'45", AND A CHORD BEARING S79°29'05"W A DISTANCE OF 105.23 FEET TO A 1/2"IRON ROD SET;
6. N66°34'37"W 129.54 FEET TO A 1/2"IRON ROD SET;
7. S03°45'41"W 58.41 FEET TO A 1/2"IRON ROD SET;
8. S18°04'24"W 275.85 FEET TO A 1/2"IRON ROD SET;
9. S28°01'29"W 55.02 FEET TO A 1/2"IRON ROD SET;
10. S29°58'51"W 53.89 FEET TO A 1/2"IRON ROD SET;
11. S37°20'12"W 50.65 FEET TO A 1/2"IRON ROD SET;
12. S46°51'25"W 50.62 FEET TO A 1/2"IRON ROD SET;
13. S55°27'43"W 48.21 FEET TO A 1/2"IRON ROD SET;
14. S22°41'33"E 110.27 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
15. NORTHWESTERLY LONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 5.45 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 12°29'49", AND A CHORD BEARING N60°26'34"W A DISTANCE OF 5.44 FEET TO A 1/2"IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
16. SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC LENGTH OF 170.91 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 163°12'26", AND A CHORD BEARING S44°12'08"W A DISTANCE OF 118.71 FEET TO A 1/2"IRON ROD SET;
17. S71°56'24"W 36.03 FEET TO A 1/2"IRON ROD SET;
18. S24°40'18"W 128.89 FEET TO A 1/2"IRON ROD SET;
19. S18°22'39"W 120.00 FEET TO A 1/2"IRON ROD SET;
20. N16°51'22"W 18.51 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
21. NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 74.54 FEET, SAID CURVE HAVING A RADIUS OF 471.00 FEET, A CENTRAL ANGLE OF 09°04'03", AND A CHORD BEARING N65°47'23"W A DISTANCE OF 74.46 FEET TO A 1/2"IRON ROD SET;
22. S73°08'38"W 20.69 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
23. NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 57.54 FEET, SAID CURVE HAVING A RADIUS OF 486.00 FEET, A CENTRAL ANGLE OF 06°47'00", AND A CHORD BEARING N56°09'26"W A DISTANCE OF 57.50 FEET TO A 1/2"IRON ROD SET;
24. N18°20'37"W 22.61 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
25. NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC LENGTH OF 180.25 FEET, SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 114°45'13", AND A CHORD BEARING N41°17'54"W A DISTANCE OF 151.60 FEET TO A 1/2"IRON ROD SET;
26. N64°15'10"W 22.61 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE ON A NON-TANGENT CURVE TO THE RIGHT;
27. NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 25.22 FEET, SAID CURVE HAVING A RADIUS OF 486.00 FEET, A CENTRAL ANGLE OF 02°58'23", AND A CHORD BEARING N28°20'39"W A DISTANCE OF 25.22 FEET TO A 1/2"IRON ROD SET;
28. N63°08'32"E 120.00 FEET TO A 1/2"IRON ROD SET;
29. N22°12'44"W 59.29 FEET TO A 1/2"IRON ROD SET;
30. N12°55'15"W 59.29 FEET TO A 1/2"IRON ROD SET;
31. S81°43'29"W 120.00 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
32. NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 69.87 FEET, SAID CURVE HAVING A RADIUS OF 486.00 FEET, A CENTRAL ANGLE OF 08°14'12", AND A CHORD BEARING N04°09'25"W A DISTANCE OF 69.81 FEET TO A 1/2"IRON ROD SET;
33. N89°57'41"E 120.00 FEET TO A 1/2"IRON ROD SET;
34. N04°36'25"E 59.29 FEET TO A 1/2"IRON ROD SET;
35. N09°15'09"E 130.00 FEET TO A 1/2"IRON ROD SET;
36. N80°44'51"W 120.00 FEET TO A 1/2"IRON ROD SET;
37. N09°15'09"E 50.00 FEET TO A 1/2"IRON ROD SET;
38. S80°44'51"E 120.00 FEET TO A 1/2"IRON ROD SET;
39. N09°15'09"E 195.00 FEET TO A 1/2"IRON ROD SET;
40. N09°36'11"E 65.00 FEET TO A 1/2"IRON ROD SET;
41. N17°15'26"E 57.43 FEET TO A 1/2"IRON ROD SET;
42. N24°47'59"E 62.84 FEET TO A 1/2"IRON ROD SET;
43. N25°25'51"E 110.00 FEET TO A 1/2"IRON ROD SET;
44. N25°25'51"E 55.00 FEET TO A 1/2"IRON ROD SET;
45. N24°20'43"E 55.01 FEET TO A 1/2"IRON ROD SET;
46. N20°59'36"E 56.17 FEET TO A 1/2"IRON ROD SET;
47. N64°34'09"W 120.00 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
48. NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC LENGTH OF 32.39 FEET, SAID CURVE HAVING A RADIUS OF 931.74 FEET, A CENTRAL ANGLE OF 01°59'32", AND A CHORD BEARING N18°16'12"E A DISTANCE OF 32.39 FEET TO A 1/2"IRON ROD SET;
49. N61°51'18"E 24.00 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
50. NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC LENGTH OF 34.00 FEET, SAID CURVE HAVING A RADIUS OF 948.74 FEET, A CENTRAL ANGLE OF 02°03'12", AND A CHORD BEARING N15°12'54"E A DISTANCE OF 34.00 FEET TO A 1/2"IRON ROD SET;
51. N31°25'30"W 24.00 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
52. NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC LENGTH OF 63.47 FEET, SAID CURVE HAVING A RADIUS OF 931.74 FEET, A CENTRAL ANGLE OF 03°54'12", AND A CHORD BEARING N11°12'15"E A DISTANCE OF 63.46 FEET TO A 1/2"IRON ROD SET;
53. N09°15'09"E 78.68 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
54. NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 39.64 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°51'00", AND A CHORD BEARING N54°40'39"E A DISTANCE OF 35.62 FEET TO A 1/2"IRON ROD SET;

THENCE N10°06'09"E 20.00 FEET TO A 1/2"IRON ROD SET IN THE NORTH LINE OF SAID 39.177 ACRE TRACT AND THE SOUTH LINE OF SAID ROWE LANE FOR THE NORTHWEST CORNER HEREOF;

THENCE S79°53'51"E ALONG THE SOUTH LINE OF SAID ROWE LANE AND THE NORTH LINE OF SAID 39.177 ACRE TRACT 2115.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 39.159 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.

S:\LAND\2501-2550\2529\dwg\2529-PLAT.dwg 12/3/2018 2:20:16 PM CST

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

THAT ROWE LANE DEVELOPMENT, LTD., ACTING BY AND THROUGH ROBERT M. TIEMANN, PRESIDENT, OWNER OF THE REMAINDER OF THAT 39.177 ACRE TRACT (SAVE AND EXCEPT 13.074 ACRES) CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NO. 2018034533 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 3.361 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS **"PARK AT BLACKHAWK IV, PHASE 1"** AND DOES HEREBY DEDICATE TO WILLIAMSON COUNTY, TRAVIS COUNTY, AND THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE 18th DAY OF December, 2018 A.D.

ROWE LANE DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

BY: TIEMANN LAND AND CATTLE DEVELOPMENT, INC., ITS GENERAL PARTNER

BY: _____
ROBERT M. TIEMANN, PRESIDENT
TIEMANN LAND AND CATTLE DEVELOPMENT, INC.
4421 ROWE LANE
PFLUGERVILLE, TX 78660

STATE OF TEXAS
COUNTY OF Williamson

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 18th, 2018 BY ROBERT M. TIEMANN.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF December, 2018.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073626-6
My Commission Expires
JULY 19, 2020

PRINTED NAME: Amy Little
MY COMMISSION EXPIRES: July 19, 2020

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

THAT PARK 63 LLC, ACTING BY AND THROUGH MATTHEW R. TIEMANN, VICE PRESIDENT, OWNER OF THAT 13.074 ACRES CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2018007673 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 13.074 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS **"PARK AT BLACKHAWK IV, PHASE 1"** AND DOES HEREBY DEDICATE TO WILLIAMSON COUNTY, TRAVIS COUNTY, AND THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE 11th DAY OF December, 2018 A.D.

PARK 63 LLC

BY: _____
MATTHEW R. TIEMANN, VICE PRESIDENT
PARK 63 LLC
4421 ROWE LANE
PFLUGERVILLE, TX 78660

STATE OF TEXAS
COUNTY OF Williamson

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 11th, 2018 BY MATTHEW R. TIEMANN.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF December, 2018.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073626-6
My Commission Expires
JULY 19, 2020

PRINTED NAME: Amy Little
MY COMMISSION EXPIRES: July 19, 2020

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND / OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY, STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ 20_____ A.D. THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF THE SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, OF SAID COUNTY, THE ___ DAY OF _____, 20_____ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____ A.D. AT ___ O'CLOCK __ M AND DULY RECORDED ON THE ___ DAY OF _____, 20_____ A.D. AT ___ O'CLOCK __ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ___ DAY OF _____, 20___ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 1

TRAVIS & WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

THAT LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A, OWNER OF THAT 17.537 ACRE TRACT (TRACT 1) AND OWNER OF THAT 5.238 ACRE TRACT (TRACT 2) CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2018044279 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 22.724 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS **"PARK AT BLACKHAWK IV, PHASE 1"** AND DOES HEREBY DEDICATE TO WILLIAMSON COUNTY, TRAVIS COUNTY, AND THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE 11th DAY OF December, 2018 A.D.

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A

BY: _____
LAWRENCE SHELLABY, PRESIDENT
BOARD OF DIRECTORS
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A

STATE OF TEXAS
COUNTY OF Williamson

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 11th, 2018 BY LAWRENCE SHELLABY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF December 11, 2018.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073626-6
My Commission Expires
JULY 19, 2020

PRINTED NAME: Amy Little
MY COMMISSION EXPIRES: July 19, 2020

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 11th DAY OF September, 2019 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

APPROVED THIS 17 DAY OF January, 2019, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
~~DANIEL FLORES~~ PAT EPSTEIN CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: _____
EMILY BARRON, AICP, PLANNING DIRECTOR

ATTEST: _____
KAREN THOMPSON, CITY SECRETARY

CITY OF PFLUGERVILLE STATE OF TEXAS

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OF OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

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

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

_____ _____
BILL GRAVELL JR COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT 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 RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: AUGUST 20, 2017

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

Commissioners Court - Regular Session **29.**

Meeting Date: 09/17/2019

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 of deceased (Mark L. Walker) who passed away in J.P., Pct. 2 of Williamson County, TX where there has been an 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	09/12/2019 12:00 PM
Form Started By: Melissa Goins		Started On: 09/12/2019 11:44 AM
Final Approval Date: 09/12/2019		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING FUNDING FOR INTERMENT OF DECEDENT'S REMAINS (Mark L. Walker)

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:

Mark L. Walker (SSN xxx-xx-5056) passed away on August 25, 2019 at the age of 58 in Justice of the Peace, Pct. 2 of Williamson County, Texas at his place of residence, 201 Yoakum St., Leander, Texas 78641. The Justice of the Peace, Pct. 4 was on call on the date of death and is, therefore, the magistrate ordering interment and requesting funding for same as there are no persons who have come forward with legal standing to inter the remains.

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 the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 4 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased's body.

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 inter the deceased.

Signed and entered this _____ day of September, 2019.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **30.**

Meeting Date: 09/17/2019

Suicide Prevention Proclamation

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 proclamation recognizing the month of September as "Suicide Prevention Month".

Background

The month of September is national Suicide Prevention Month. The CDC reported that the national average for suicide was 14.0 per 100,000 and the rate for the State of Texas was 13.4. The average for Williamson County during the same period was 10.4. Dedicated groups continue to strive for improvements to the behavioral health system and to help keep Williamson County ranked as one of the healthiest counties in the State of Texas (currently #3 out of 254 counties). Alan's Hope, the Child & Youth Behavioral Health Committee, the Williamson County Behavioral Health Task Force and Williamson County and Cities Health District with their Healthy Williamson County initiative are continuing their efforts to improve the behavioral health system in the county. These groups include dedicated professionals from a cross section of fields in our communities, including: mental health, primary healthcare, social service, education, law enforcement and justice. Some of the attendees of these collaborative meetings include: mental health advocates, non-profits, our Local Mental Health Authority, our Federally Qualified Health Clinic, Judges, corrections and law enforcement leaders, County's Emergency Services Department, educational leaders from all ISD's, medical hospital representatives and private behavioral health hospitals. These groups work together to create a behavioral health system that works effectively, without duplication of valuable resources. The efforts of these groups helps to reduce the stigma of seeking help. Just as there is no hesitation in seeking help for a heart attack, diabetes or a broken bone, there should not be stigma in receiving help for behavioral health needs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:54 AM
Form Started By: Kathy Pierce		Started On: 09/12/2019 09:38 AM
Final Approval Date: 09/12/2019		

State of Texas
County of Williamson
Know all men by these presents:

That on the 17th day of September 2019 the Commissioners Court of Williamson County, Texas met in a 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:

PROCLAMATION

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports that suicide was the 10th leading cause of death in the U.S. in 2017, with the national rate per 100,000 increasing from 10.5 in 1999 to 14.0 in 2017, and

WHEREAS, while the average suicide rate across Texas is lower than 80% of other states, it remains a leading cause of death, particularly in young, otherwise-healthy individuals and Williamson County is no exception; and

WHEREAS, there were 57 reported deaths by suicide in Williamson County in 2017, with more than half occurring in individuals that were 40 years old or younger, including 7 of those that were between the ages of 10 and 20, and

WHEREAS, Williamson County community leaders recognizing that every life is precious and valuable, have worked on prioritizing suicide prevention goals and creating planning initiatives to reduce suicide in Williamson County, along with identifying "Behavioral Health, Stress and Well-being" as the number one public health priority in the Community Health Assessment, and

WHEREAS, Alan's Hope is "Dedicated to preventing suicides by promoting hope, awareness and support in Williamson County communities", striving to reduce the stigma of seeking help and is encouraging the use of the September "Self-care Calendar" to promote healthy activities and communities.

NOW THEREFORE BE IT RESOLVED; that the Williamson County Commissioners Court hereby proclaims the month of September 2019 as "***Suicide Prevention Month***" and encourages everyone to save the National Suicide Prevention Lifeline, 1-800-273-TALK (8255) in their phones, to be ready to help if co-workers, friends or family are in need.

PROCLAIMED THIS 17TH DAY OF SEPTEMBER 2019.

_____

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **31.**

Meeting Date: 09/17/2019

League of Women Voters 100 years

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider, discuss, and take appropriate action on a proclamation congratulating the League of Women Voters-Austin Area on their 100 year anniversary.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

League of Women Voters Austin 100 years

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:52 AM
Form Started By: Garry Brown		Started On: 09/12/2019 09:16 AM
Final Approval Date: 09/12/2019		

PROCLAMATION

WHEREAS, the League of Women Voters Austin Area is an all-volunteer, nonprofit, nonpartisan, political, civic organization serving the people of Travis and Williamson Counties; and

WHEREAS, the League of Women Voters Austin Area was founded on October 19, 1919 by civic women leaders with a dedicated commitment to Register, Educate, and Get Out the Vote; and

WHEREAS, for the last 100 years, the League of Women Voters Austin Area has been an activist, grassroots organization whose leaders believed that voters should play a critical role in democracy; and

WHEREAS, in 2018 alone, League of Women Voters Austin Area registered 2554 voters, including 625 high school students, published over 94,000 free, nonpartisan V*oters Guides* in English and Spanish, and encouraged voters to go to the polls for every election and Be A Texas Voter!; and

WHEREAS, the League of Women Voters Austin Area believes in a democracy where every person has the desire, the right, the knowledge, and the confidence to participate; and

WHEREAS, the League of Women Voters Austin Area lives up to its Mission: Empowering Voters. Defending Democracy.

NOW THEREFORE BE IT PROCLAIMED, that the Williamson County Commissioners Court hereby congratulates the League of Women Voters Austin Area on their first 100 years of achievement and wishes them continued success on their next 100 years.

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 **32.**

Meeting Date: 09/17/2019

AgriLife Extension Service Agreement

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY20 Salary Contribution Agreement with Texas A&M AgriLife Extension Service.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY20 Williamson County Salary Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/03/2019 08:31 AM
Ag Extension (Originator)	Katherine Whitney	09/11/2019 04:11 PM
County Judge Exec Asst.	Andrea Schiele	09/11/2019 04:38 PM
Ag Extension (Originator)	Katherine Whitney	09/12/2019 09:19 AM
County Judge Exec Asst.	Andrea Schiele	09/12/2019 09:21 AM
Form Started By: Katherine Whitney		Started On: 08/30/2019 03:29 PM
Final Approval Date: 09/12/2019		

TEXAS AGRILIFE EXTENSION SERVICE
SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County") and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

RECITALS

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs. Within the broad context of the Agency's mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2019, and ending September 30, 2020. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

A. Annual Salary Contribution. The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be $121,272.32 (which consist of a $116,608 contribution towards the Agency's extension agents' salaries plus $4,664.32 of county merit/COLA increases approved by the Williamson County Commissioners Court for a total of $121,272.32) plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) for the term of this Agreement.

B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party' funds to meet said obligations.

ARTICLE VII
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
TERMINATION

This Agreement may be terminated:

A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

ARTICLE XI
GOVERNMENTAL IMMUNITY; NO THIRD-PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV
LEGAL CONSTRUCTION

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 unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII
INDEPENDENT CONTRACTOR CLAUSE

Both parties hereto, 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. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell, Jr.
Williamson County Judge

Date: _____ _____, 20_____

TEXAS A&M AGRILIFE EXTENSION SERVICE

BY: _____

Printed Name: Dr. Jeff Hyde

Title: Director

Date: September 5, 2019

BM

Commissioners Court - Regular Session **33.**

Meeting Date: 09/17/2019

Assistant County Attorney

Submitted By: Shannon Francis, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Interlocal Agreement for Medical Examiner Investigative Services between Travis County and Williamson County.

Background

The purpose of this contract is to establish a pilot project in which Travis County provides medical examiner investigative services to the Williamson County Justice of the Peace, Precinct 2 upon request.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 09:23 AM
Form Started By: Shannon Francis		Started On: 09/12/2019 08:57 AM
Final Approval Date: 09/12/2019		

Interlocal Agreement for Medical Examiner Investigative Services Between Travis County and Williamson County

This Agreement is made by the following parties: Travis County, a political subdivision of the State of Texas, and Williamson County, a political subdivision of the State of Texas.

Recitals

Williamson County has not established and does not maintain a medical examiner's office and is not part of a medical examiner's district.

Travis County currently has an interlocal agreement with Williamson County to provide medical examiner services to Williamson County, if requested.

Williamson County has expressed an interest in engaging in a pilot project in which Travis County provides medical examiner investigative services to Williamson County, if requested.

Both Travis County and Williamson County have the authority to enter into an interlocal cooperation agreement for the purpose of rendering and receiving medical examiner services under Texas Government Code chapter 791.

Agreement

Travis County and Williamson County mutually agree to the terms and conditions stated in this agreement.

1.0 Definitions

In this agreement:

1.01 "Investigative Services" means those services provided by a medicolegal death investigator in Travis County, and shall include but not be limited to, attending the death scene, collecting records, drafting reports, photodocumentation, and any other services as may be necessary to assist the Justice of the Peace in determining cause and manner of death. During the investigation, the investigator will regularly update the Justice of the Peace with new information as received, the frequency of the updates to be as necessary and as determined by the Justice of the Peace. At the completion of the investigation, the investigator will complete a final investigative report to be provided to the Justice of the Peace. Investigative services shall be performed using the same standards and processes as for those cases investigated by Travis County.

1.01 "Justice of the Peace" means any person lawfully holding the office of Justice of the Peace in Williamson County Precinct No. 2.

2.0 Term

2.01 *Term*. This agreement's term shall commence on the date of the last party's execution hereof and will expire on September 30, 2020.

3.0 Williamson County Responsibilities

3.01 *Request for Services*. A Justice of the Peace requesting investigative services shall first contact the Investigations division of the Travis County Medical Examiner's Office to initiate services. Within 2 hours of first contact, the Justice of the Peace will provide a written order (Attachment A) outlining the services requested.

3.02 *Required Information.* Upon request, the Justice of the Peace will provide the known demographic information (name, race, gender, age, etc.) so that Travis County Investigators can initiate investigations. The Justice of the Peace will work with local law enforcement to ensure that the scene is safe before investigators are dispatched. The Justice of the Peace will have the final determination on identification of decedents. Assistance with identification will be provided upon request.

3.03 *Rates*. If the Justice of the Peace requests investigative services, Williamson County shall pay Travis County $500 per case. If testimony in a legal proceeding is required by an investigator who performed investigative services at the request of the Justice of the Peace, Williamson County shall pay Travis County a non-prorated $100 for the first three hours of testimony, and a non-prorated $35 per hour for each subsequent hour of testimony. The payment for services under this agreement shall not exceed $55,000 during the initial term or any subsequent term.

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3.04 *Payment.* Texas Government Code chapter 2251 governs payments to Travis County for its medical examiner services.

3.05 *Responsibility for Claims*. Williamson County expressly agrees and acknowledges that Williamson County shall be responsible for any and all claims, causes of action, suits, losses, damages, and liability of any kind, including all litigation expenses, court costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the investigative services performed for Williamson County under this agreement, other than for willful or malicious acts or omissions by the medical examiner or any other Travis County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.

3.06 Williamson County agrees that the Justice of the Peace Precinct No. 2 will not seek medical examiner services from any other source during the term of this agreement.

4.0 Travis County Responsibilities

4.01 *Providing Investigative Services*. The Medical Examiner shall perform investigative services ordered by Justice of the Peace, with certain exceptions outlined below. The

Medical Examiner may deny a request for investigative services for the following reasons:

4.01.1 If, at the time of the request, the Chief Medical Examiner (or his designee) determines there is a compelling need to deny the request. For the purposes of this section, "compelling need" includes a significant staff shortage, mass disaster, or other emergency circumstance;

4.01.2 As one of the remedies outlined in Texas Government Code section 2251.051 for a governmental body's failure to pay a vendor;

4.01.3 If the request for investigative services does not comply with 3.01; or

4.01.4 If the Justice of the Peace did not comply with 3.02 in a previous request.

4.02 *Reliance on Order*. Travis County may rely on any order by the Justice of the Peace as an authorized request of Williamson County.

4.03 *Invoices*. If Travis County provides investigative services to Williamson County, Travis County shall invoice Williamson County at the rates in 3.03, or at the rates as amended under 7.02. If Williamson County notifies Travis County that any invoice lacks sufficient information and specifies what information is needed, Travis County shall provide the additional information within ten (10) days of that notice.

5.0 Compliance with the Law

5.01 Williamson County and Travis County shall comply with all laws, rules, and regulations applicable to this agreement.

6.0 Retention, Accessibility, and Audit of Records

6.01 *Custodian.* The Justice of the Peace who requests investigative services under this agreement is the custodian of the records generated by the Travis County Medical Examiner's office in providing the investigation.

6.02 *Travis County Retention*. Travis County shall maintain and retain all records and documentation it generates in providing investigative services under this agreement in a readily available state and location and in accordance with all applicable retention laws and rules or as required by the Justice of the Peace if no retention law or rule applies.

6.03 *Access*. Travis County shall give the requesting Justice of the Peace, or the judge's duly authorized representative, access to and the right to examine all investigation records, reports, files, and other papers related to this agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Travis County. Travis County shall make copies and certified copies of records, reports, files and other papers available to the requesting Justice of the Peace, or the judge's duly authorized representatives, at no charge.

7.0 Amendments

7.01 *Formal Process*. Any change to this agreement's provisions, except for changes to the rates in 3.03, shall be made in writing and signed by both parties. Williamson County acknowledges that no Travis County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Travis County Commissioners Court expressly grants that authority. Travis County acknowledges that no Williamson County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Williamson County Commissioners Court expressly grants that authority.

7.02 *Amending 3.03 Rates*. Travis County may amend the rates stated in 3.03 by sending a notice of rate change under 11.0 to Williamson County at least sixty (60) days before the change is to become effective. If Williamson County does not send a notice under 11.0 stating that the change is unacceptable before its effective date, Williamson County shall accept the rates stated in the notice of rate change and shall pay those rates for any investigative services or testimony that Travis County provides after the effective date.

7.03 *Williamson County Request*. Williamson County shall submit all requests for changes to this agreement to the Medical Examiner. The Chief Medical Examiner shall present Williamson County's requests to the Travis County Commissioners Court for consideration.

7.04 *Travis County Request*. Travis County shall submit all requests for changes to this agreement to the Williamson County Judge. The Williamson County Judge shall present Travis County's requests to the Williamson County Commissioners Court for consideration.

8.0 Payments from Current Revenues

8.01 Each party paying for the governmental functions or services shall make those payments from current revenues available to the paying party.

9.0 Non-Waiver and Reservation of Remedies

9.01 *Non-Waiver*. Any act of forbearance by either party to enforce any of this agreement's provisions shall not be construed as this agreement's modification or as a waiver of

the other party's concurrent or future breach or default. Either party's failure to exercise any right or privilege granted in this agreement shall not be construed as a waiver of that right or privilege.

9.02 *Reservation of Rights and Remedies*. All rights of both parties under this agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice that party's remedies or rights under this agreement. Any right or remedy stated in this agreement shall not preclude exercising any other right or remedy, whether under this agreement, the law, or at equity; and neither shall any action taken in exercising any right or remedy be deemed a waiver of any other rights or remedies.

10.0 Termination

10.01 Either party may terminate this agreement at any time, with or without cause, by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the termination's effective date.

10.02 *Rights Surviving Termination*. If either party terminates this agreement, Travis County has a right to payment for all services provided before the effective date of termination that have not been paid for.

11.0 Notices

11.01 *Notice Method*. Any notice required or permitted to be given under this agreement by one party to the other shall be in writing. If notice is delivered in person to the appropriate address in 11.02 or 11.03, it shall be deemed to have been given immediately. Alternatively, if notice is addressed to the appropriate address in 11.02 or 11.03 and placed in the United States mail, postage prepaid by registered or certified mail with return receipt requested, it shall be deemed given on the third day following mailing.

11.02 *Travis County Address*. Travis County's address for all purposes under this agreement shall be:

Honorable Sarah Eckhardt (or her successor in office)
Travis County Judge
P. O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767-1748

and

J. Keith Pinckard, MD, PhD (or his successor)
Travis County Medical Examiner
P. O. Box 1748
Austin, Texas 78767-1748

and

Bonnie Floyd (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

11.03 *Address of Williamson County*. The address of Williamson County for all purposes under this agreement and for all notices shall be:

Honorable Bill Gravell Jr. (or successor in office)
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copies to (registered or certified mail is not required):

Honorable Dee Hobbs (or successor in office)
Williamson County Attorney
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

and

Honorable Edna Staudt (or successor in office)
Justice of the Peace Precinct Two
350 Discovery Boulevard, Suite 204
Cedar Park, Texas 78613

11.04 *Change of Address.* Each party may change the address for notice to it by giving notice of the change under 11.01.

12.0 Assignability

12.01 Neither party may assign any of the rights or duties created by this agreement without the other party's prior written approval. Williamson County acknowledges that no Travis County officer, agent, employee or representative has any authority to grant such assignment unless the Travis County Commissioners Court expressly grants that authority. Travis County acknowledges that no Williamson County officer, agent,

employee or representative has any authority to change this agreement's provisions unless the Williamson County Commissioners Court expressly grants that authority.

13.0 Entire Agreement.

13.01 This agreement and its attachment, incorporated here by reference and inclusion, represent the entire agreement between the parties and supersedes all prior representations, agreements, statements, and understandings relating to its subject matter, whether verbal or in writing.

14.0 Interpretation of Contract

14.01 *Law*. This agreement shall be governed by the laws of the State of Texas.

14.02 *Severability*. If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement shall be construed as if that portion were not included in the agreement and shall remain valid and binding.

14.03 *Time Computation*. When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either Travis County or Williamson County has declared a holiday for its employees, these days shall be omitted from the computation.

14.04 *Number and Gender*. Words of any gender in this agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the agreement clearly requires otherwise.

14.05 *Headings*. The headings at the beginning of this agreement's provisions have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

15.0 Legal Authority

15.01 *Williamson County Signors*. An individual signing this agreement on behalf of Williamson County, or representing himself to be signing this agreement on Williamson County's behalf, does hereby warrant and guarantee that Williamson County authorized the individual to sign this agreement on Williamson County's behalf and to bind Williamson County validly and legally to this agreement.

15.02 *Travis County Signors*. An individual signing this agreement on Travis County's behalf, or representing himself to be signing this agreement on Travis County's behalf, does hereby warrant and guarantee that Travis County authorized the individual to sign this agreement on Travis County's behalf and to bind Travis County validly and legally to this agreement.

16.00 Duplicate Originals

16.01 This document may be executed in duplicate originals.

Executed as of the later date set forth below:

TRAVIS COUNTY	**WILLIAMSON COUNTY**
By: _____	By: _____
Sarah Eckhardt, County Judge	Bill Gravell Jr., County Judge
Travis County, Texas	Williamson County, Texas
Date: _____	Date: _____

Attachment A

ORDER REQUESTING INVESTIGATION

I, _____, Justice of the Peace, Precinct No. 2, Williamson County, Texas, upon the authority vested in me by law, hereby order an investigation into the death of:

Decedent's Name: _____
(Last) (First) (Middle)

If Decedent's name is unknown, location of the body: _____

Date of Death: _____

I hereby request Dr. J. Keith Pinckard, Travis County Chief Medical Examiner or his designee, to investigate the death of the decedent using standards established by Travis County. I further request the Chief Medical Examiner or his designee to perform an autopsy or other medical examiner services as needed.

_____
Judge

_____
Date

Commissioners Court - Regular Session **34.**

Meeting Date: 09/17/2019

Liberty Hill Property

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 real estate contract between Williamson County and the City of Liberty Hill for purchase of property.

Background

The City of Liberty Hill is interested in acquiring property that is no longer needed by the County. The agreed upon sales price is based upon a current appraisal of the properties.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Real Estate Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 10:01 AM
Form Started By: Kathy Pierce		Started On: 09/12/2019 08:44 AM
Final Approval Date: 09/12/2019		

REAL ESTATE CONTRACT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS REAL ESTATE CONTRACT ("Contract") is made by WILLIAMSON COUNTY, TEXAS, (referred to in this Contract as "Seller," whether one or more) and the CITY OF LIBERTY HILL, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> Fee simple interest in four tracts of land, being Tract 1, Tract 2, Tract 3 and Tract 4, in Williamson County, Texas, being more particularly described on Exhibit "A", attached hereto and incorporated herein for all purposes;

all of such real property being referred to in this Contract as the "Property"; and any improvements and fixtures situated on and attached to the Property, 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 total purchase price for the Property, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of FOUR HUNDRED AND EIGHTY-TWO THOUSAND SEVEN HUNDRED AND THIRTY AND NO 00/100 Dollars ($ 482,730.00) (the "Purchase Price").

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.

3.03. Purchaser shall have until sixty (60) days after the Effective Date (the "Feasibility Period"), for the right of investigation and inspection of the Property to determine whether or not Purchaser desires to proceed with the purchase of the Property. Purchaser shall have the option of extending the Feasibility Period an additional thirty (30) days by paying an Escrow Deposit of $1,000 to the Title Company.

3.04. Purchaser and Purchaser's agents shall have the right of access to the Property during the Feasibility Period for the purpose of conducting such investigation and inspection. Purchaser agrees to provide Sellers with copies of all written tests, studies, investigations, and other reports conducted by Purchaser, Purchaser's engineers, and other representatives of Buyer pertaining to the Property. Purchaser shall not cause or permit damage or injury to be done to the Property, and Purchaser shall repair any damage or injury to the Property resulting from Purchaser's investigation and inspection of the Property. Purchaser shall indemnify and hold harmless Sellers on account of any claims, causes of action, damages, costs and expenses (including attorney's fees) arising out of or relating to the acts of Purchaser, its agents and employees under the provisions of this section. This indemnity shall survive the termination of this Contract.

3.05. If during or upon expiration of the Feasibility Period Purchaser determines not to go forward and close this transaction, then Purchaser shall, no later than the date of expiration of the Feasibility Period, give Seller written notification of such. However, if Purchaser does not timely provide written notice to Seller of Purchaser's acceptance or non-acceptance of the Property by the expiration of the Feasibility Period by such date then it shall be conclusively deemed that the Property is suitable for Purchaser's intended use. If for any reason Purchaser fails to close this transaction, Purchaser shall deliver to Seller all written soil, utility, environmental and feasibility reports prepared by or for Purchaser related to the Property which are in possession or in control

of Purchaser. It is agreed by the parties that in the event that this Contract is terminated after the expiration of the Feasibility Period, for any reason other than a default by Seller, the Earnest Money shall be retained by Seller as liquidated damages.

3.06 Seller and Purchaser agree that the Special Warranty Deed shall include a reservation that the Tract 4 property shall continue to be utilized as a senior activity center with kitchen access until an alternative senior activity center is made available.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01 THE SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS AND WITH ALL FAULTS" BASIS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER SET FORTH HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, ECONOMIC FEASIBILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. IT IS EXPRESSLY UNDERSTOOD THAT THIS PROVISION IS A SPECIALLY NEGOTIATED TERM OF THE AGREEMENT BETWEEN SELLER AND BUYER WHICH HAS BEEN TAKEN INTO ACCOUNT IN DETERMINING THE PURCHASE PRICE TO BE PAID BY BUYER TO SELLER FOR THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OF THE SALE OF THE PROPERTY.

ARTICLE V
CLOSING

Closing Date

5.01. The closing shall be held at the office of _____ on or before the thirtieth (30th) day after the Effective Date, or at such time, date, and place as Seller and Purchaser may agree upon, (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 to the Seller in fee simple all of the Property described in Exhibit "A."

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall pay the cash portion of the Purchase Price.

Prorations

5.04. No general real estate taxes for the then current year relating to the Property are due because the Seller is tax-exempt.

Closing Costs

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

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

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

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

(4) Attorney's fees paid by each 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, as its sole and exclusive remedy, Purchaser may request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

8.10. This Contract shall be effective as of the date it is executed by Williamson County, Texas.

Counterparts

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

SELLER:

Williamson County, Texas

By:_____
William Gravell, Jr., County Judge

Date:_____

ADDRESS:

710 Main Street, Suite 101
Georgetown, Texas 78626

PURCHASER:

City of Liberty Hill, Texas

By:_____

Its: Mayor Colt

Date: 9/10/19

ADDRESS:

926 Loop 332
Liberty Hill, TX
78642

EXHIBIT 'A"

TRACT 1:

Being approximately 0.6611 acres, as described in Williamson Central Appraisal District parcel number R315591, Smith's Addition to Liberty Hill, Texas, Block 14, Lots 5-8, Williamson County, Texas.

TRACT 2:

Being approximately 0.65 acres, as described in Williamson Central Appraisal District parcel number R315590, Smith's Addition to Liberty Hill, Texas, Block 14, Lots 1-4, Williamson County, Texas.

TRACT 3:

Being approximately 0.6611 acres, as described in Williamson Central Appraisal District parcel number R315605, Smith's Addition to Liberty Hill, Texas, Block 25, Lots 3-6, Williamson County, Texas.

TRACT 4:

Being approximately 0.21 acres, as described in Williamson Central Appraisal District parcel number R315565, Smith's Addition to Liberty Hill, Block 7, Lots 4-6, Williamson County, Texas.

Commissioners Court - Regular Session **35.**

Meeting Date: 09/17/2019

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 11:18 AM
Final Approval Date: 08/26/2019		

Commissioners Court - Regular Session **36.**

Meeting Date: 09/17/2019

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the September 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September 2019 Construction Summary Report

September 2019 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:39 AM
Form Started By: Dawn Haggard		Started On: 09/09/2019 11:28 AM
Final Approval Date: 09/12/2019		

ROAD BOND PROGRAM

Construction Summary Report

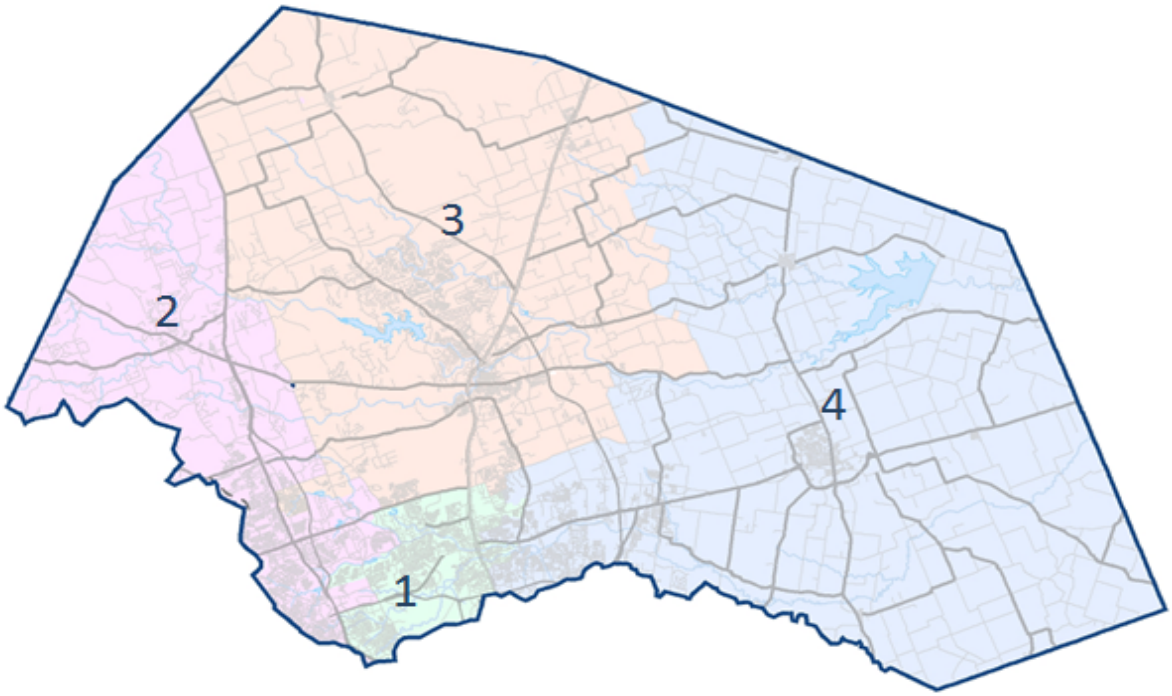
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

Septmeber 2019

WWW.ROADBOND.ORG

Volume XVIII - Issue No.09



Presented By:

PRIME STRATEGIES, INC.

HNTB

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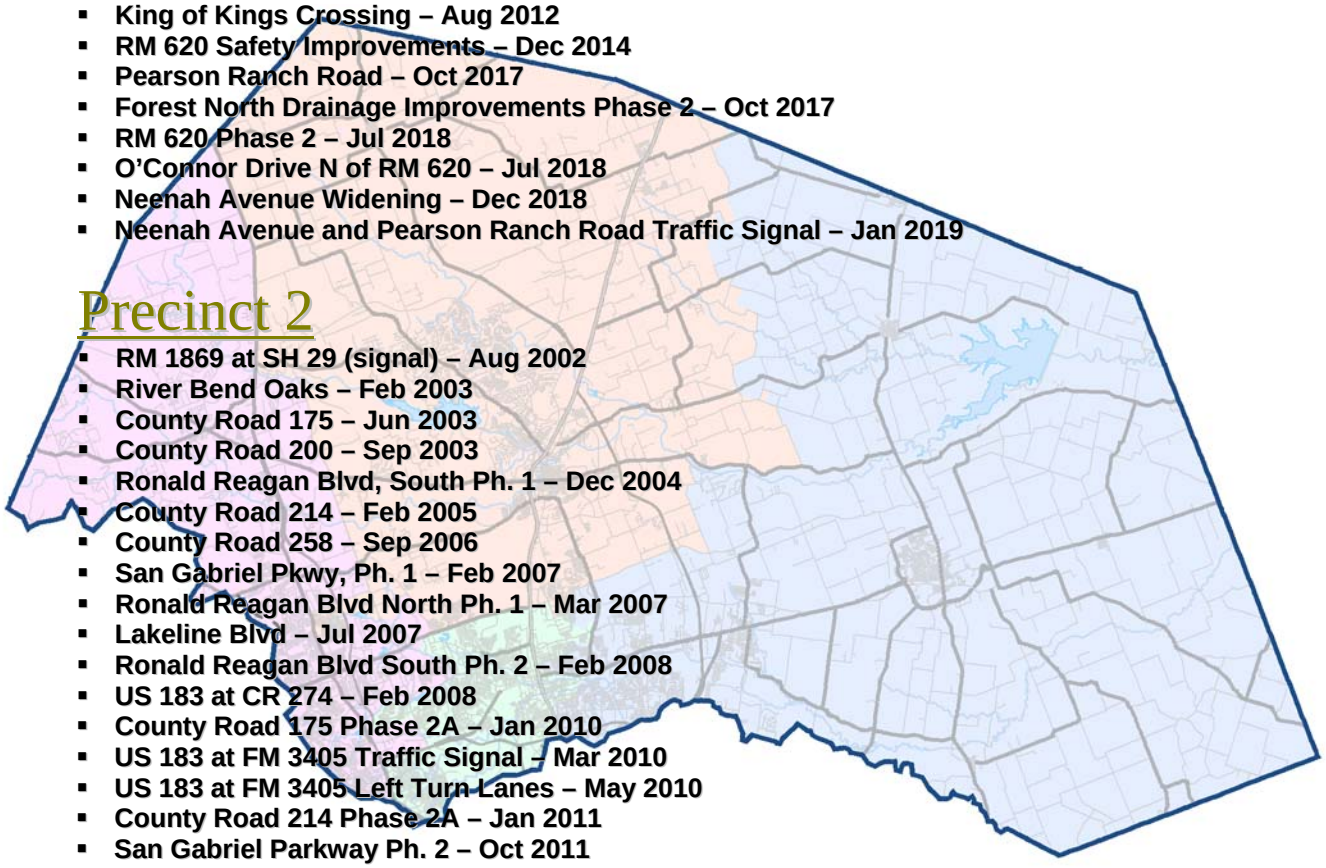
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WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2019



Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**

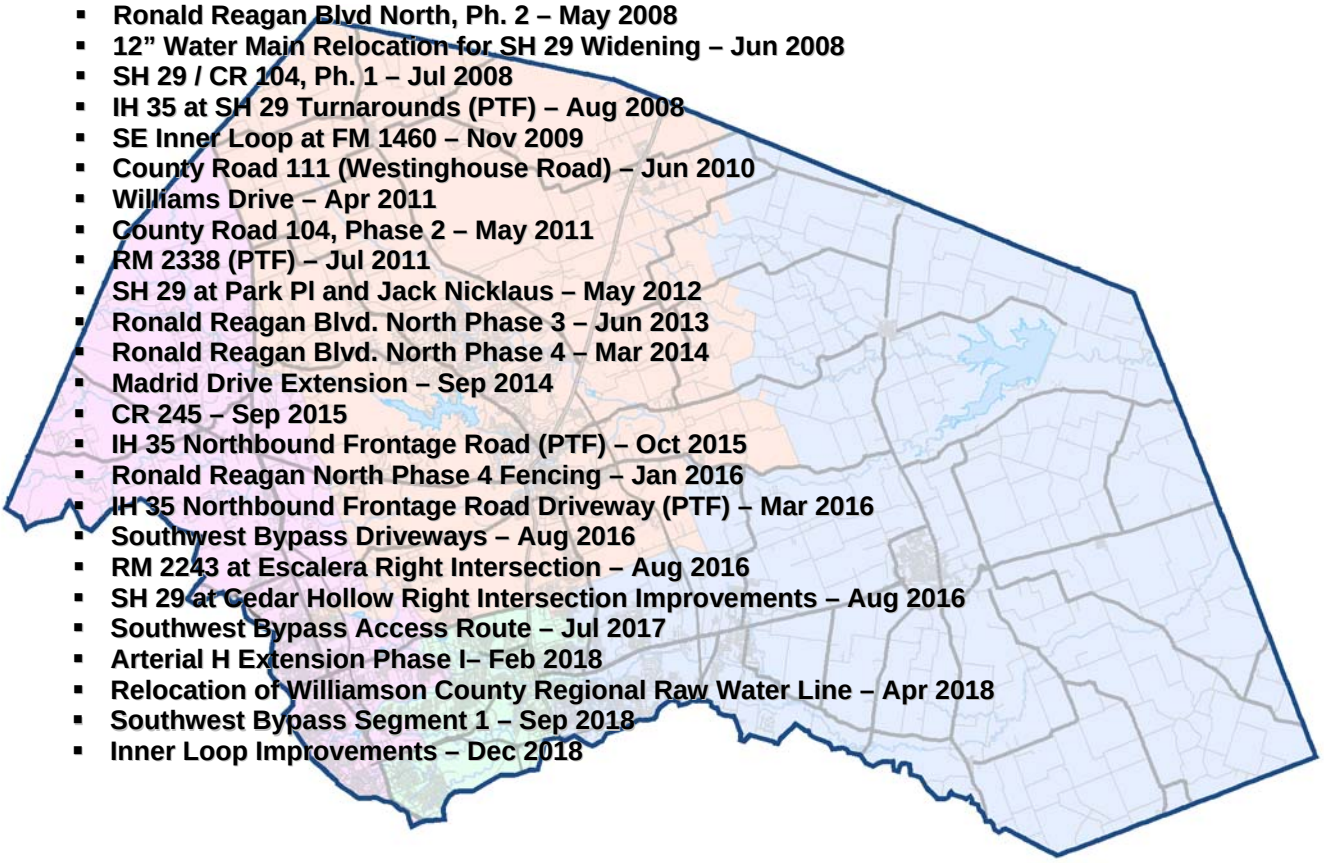
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2019

Precinct 3

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



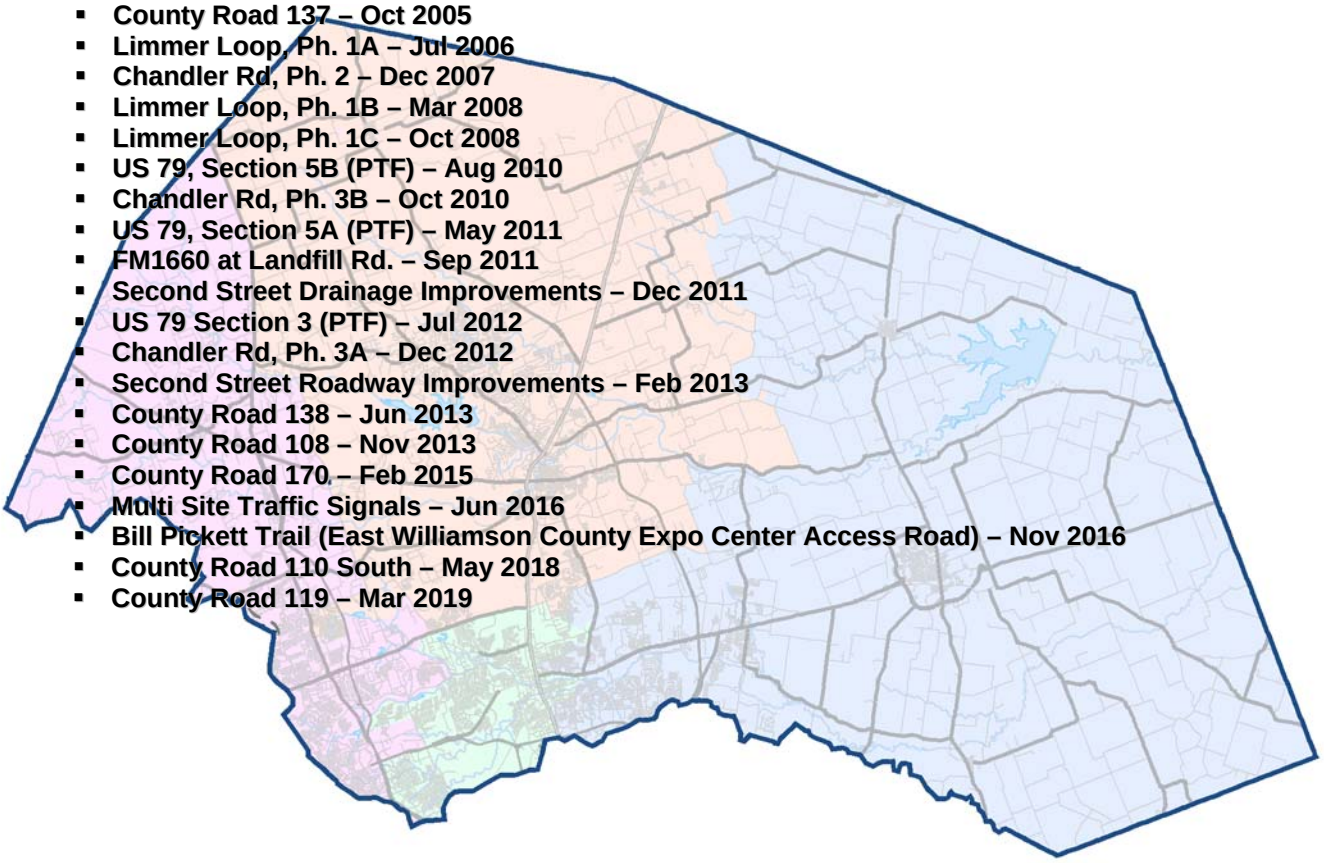
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

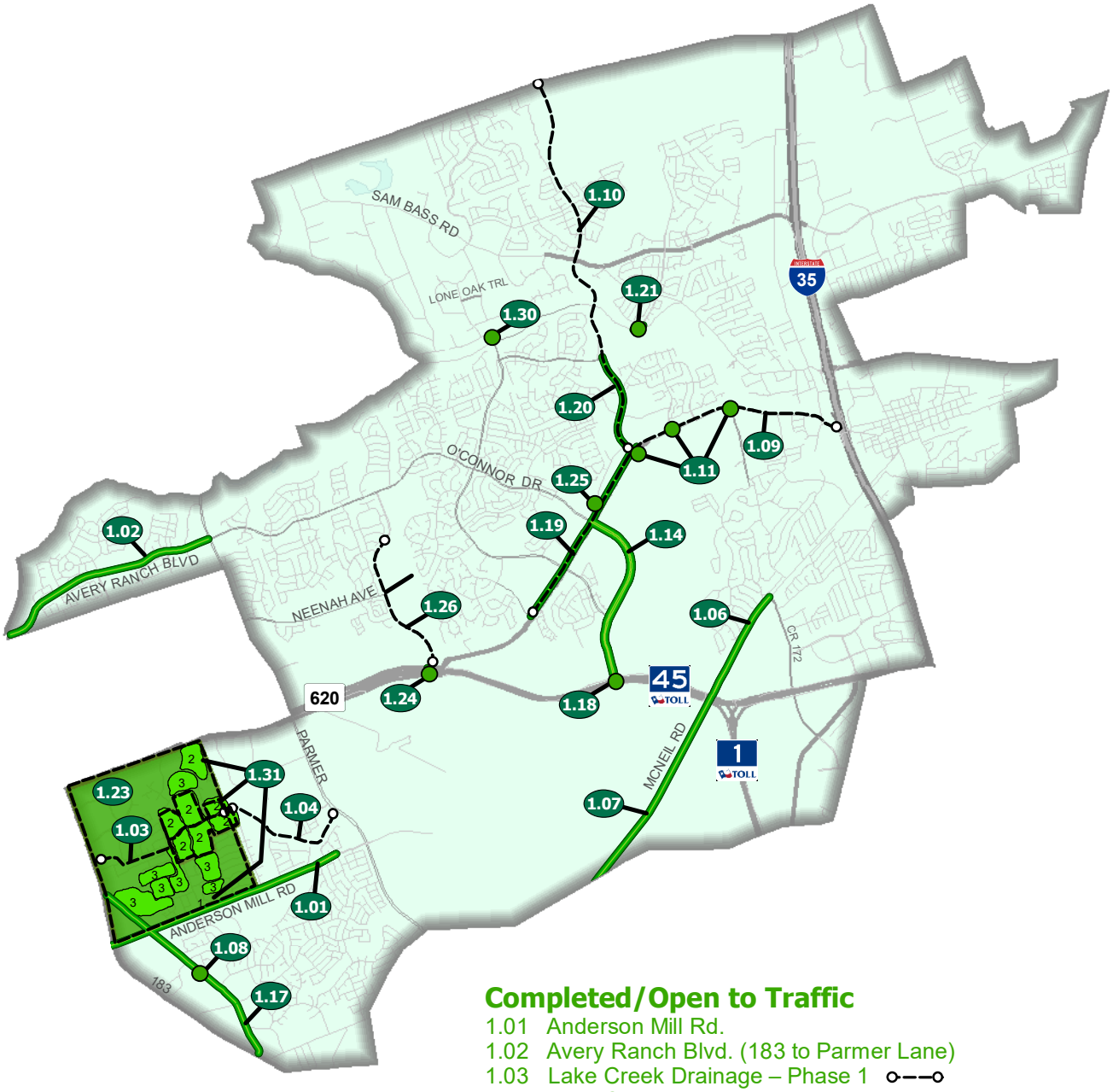
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2019

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**



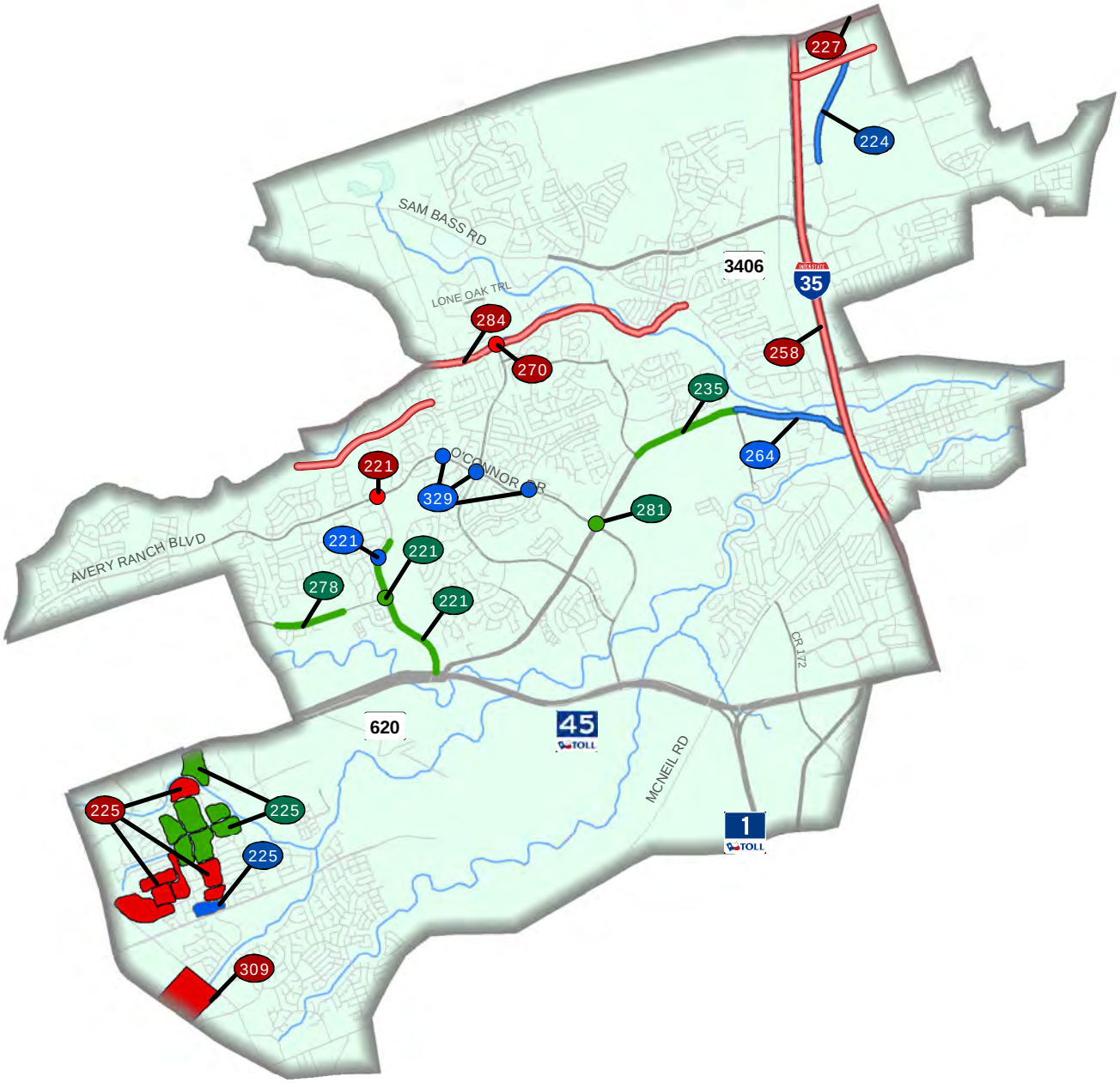
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

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

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

221 Pearson Ranch Road

221 Neenah Avenue and Pearson Ranch Road Traffic Signal

225 Forest North Drainage Improvements Phase 2

235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)

281 O'Connor Drive North of RM 620

Under Construction/Bidding

221 Pearson Ranch Road and Iveans Way Pedestrian Crossing

224 North Mays Street Extension Phase 1 Arterial M (Paloma Drive to Oakmont Drive)

225 Forest North Drainage Improvements Anderson Mill Zone

Under Construction/Bidding (con't)

264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal

225 Forest North Drainage Improvements Phase 3

227 University Boulevard Widening (IH 35 to Sunrise Road)

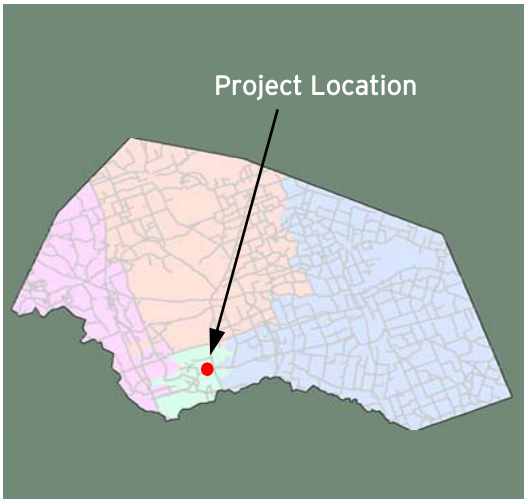
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)

270 Great Oaks Drive Bridge at Brushy Creek

284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)

309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)





North Mays Street Extension Phase 1
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - March 2020
Estimated Construction Cost: $10.8 Million



AUGUST 2019 IN REVIEW

08/09/2019: Capital Excavation embanked Type B material from the southern bridge approach to Paloma Drive. The columns on Bent 4 were formed. Bent Caps 9 and 10 were poured. The storm drain work continued from the north end of the bridge towards Oakmont Drive.

08/16/2019: Topsoil was placed around the header banks on the north and south ends of the bridge and Abutment 11 was backfilled. Columns were completed on Bent 4. Columns 3, 4, & 5 on Bent 3 were poured. Bent Cap 8 was poured. Subcontractor Voges Drilling completed Bent 2 and 4 drill shafts. Primoris (Oncor subcontractor) drilled the new power poles on the north end.

08/23/2019: Type B embankment continued from the southern bridge approach to Paloma Drive. Bent Cap 7 was poured. Subcontractor Voges Drilling completed Drill Shafts 5. Primoris set power poles and moved power lines on the north end of the project.

08/30/2019: Bent Caps 5 & 6 were poured. The storm drain work continued from the north end of the bridge towards Oakmont Drive. Subcontractor Voges Drilling completed Drill Shafts 3, 4, 6, and 7 on Abutment 1. Subcontractor Capstar ran 2" conduit on Runs 5-10.



Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019				410	0	410

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	8
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	23
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	13	30
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	15	38

Adjusted Price = $10,775,835.75

Forest North - Anderson Mill
Project No. 1811-278

Original Contract Price = $295,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
12/5/2018	1/15/2019	4/3/2019	4/15/2019				30	0	30

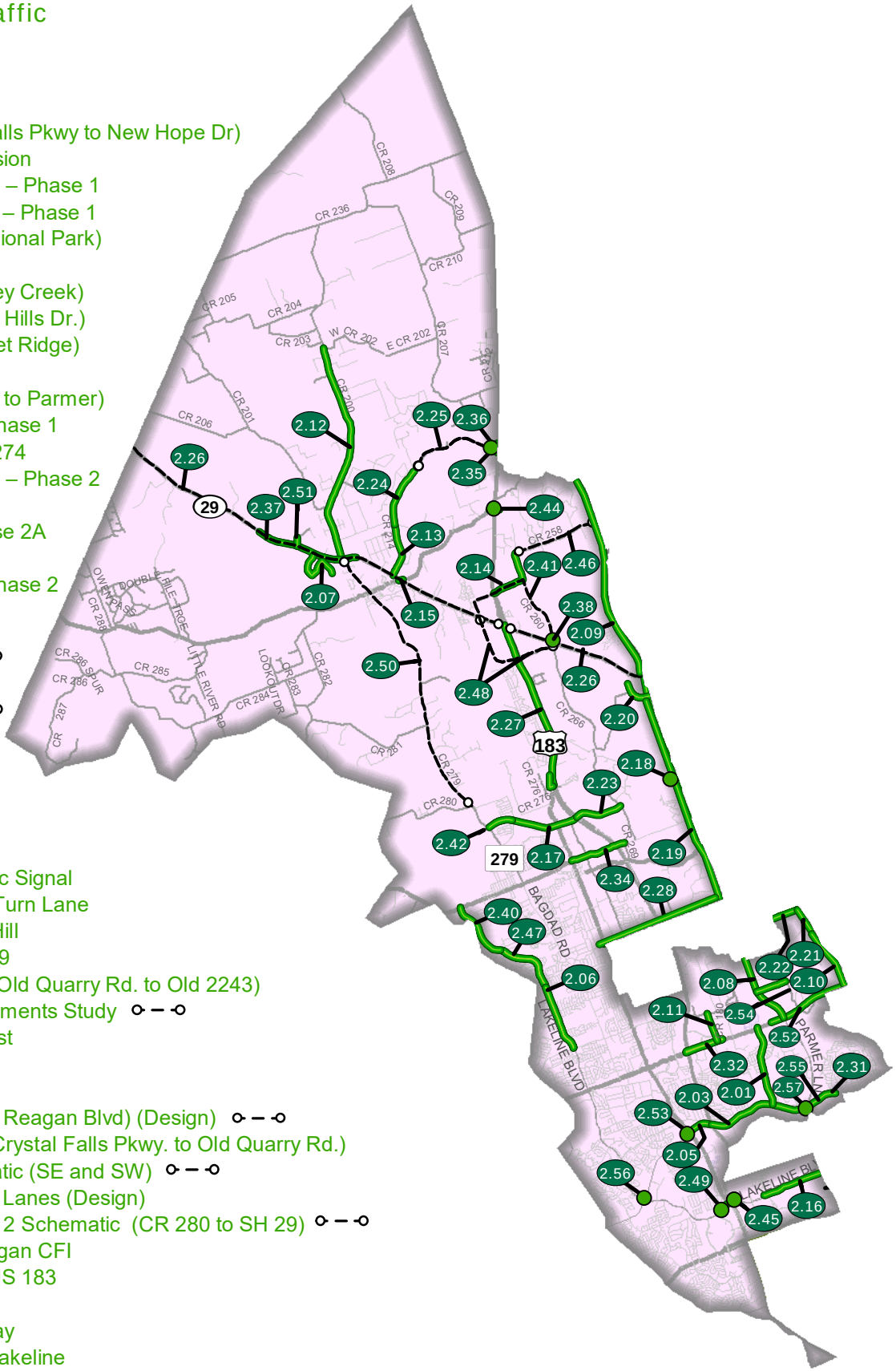
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	4/15/2019	6/20/2019	17	$145,702.80	$145,702.80	$16,189.20	$16,189.20	55	57
2	6/21/2019	6/30/2019	13	$45,702.66	$191,405.46	$5,078.07	$21,267.27	72	100

Adjusted Price = $295,000.00

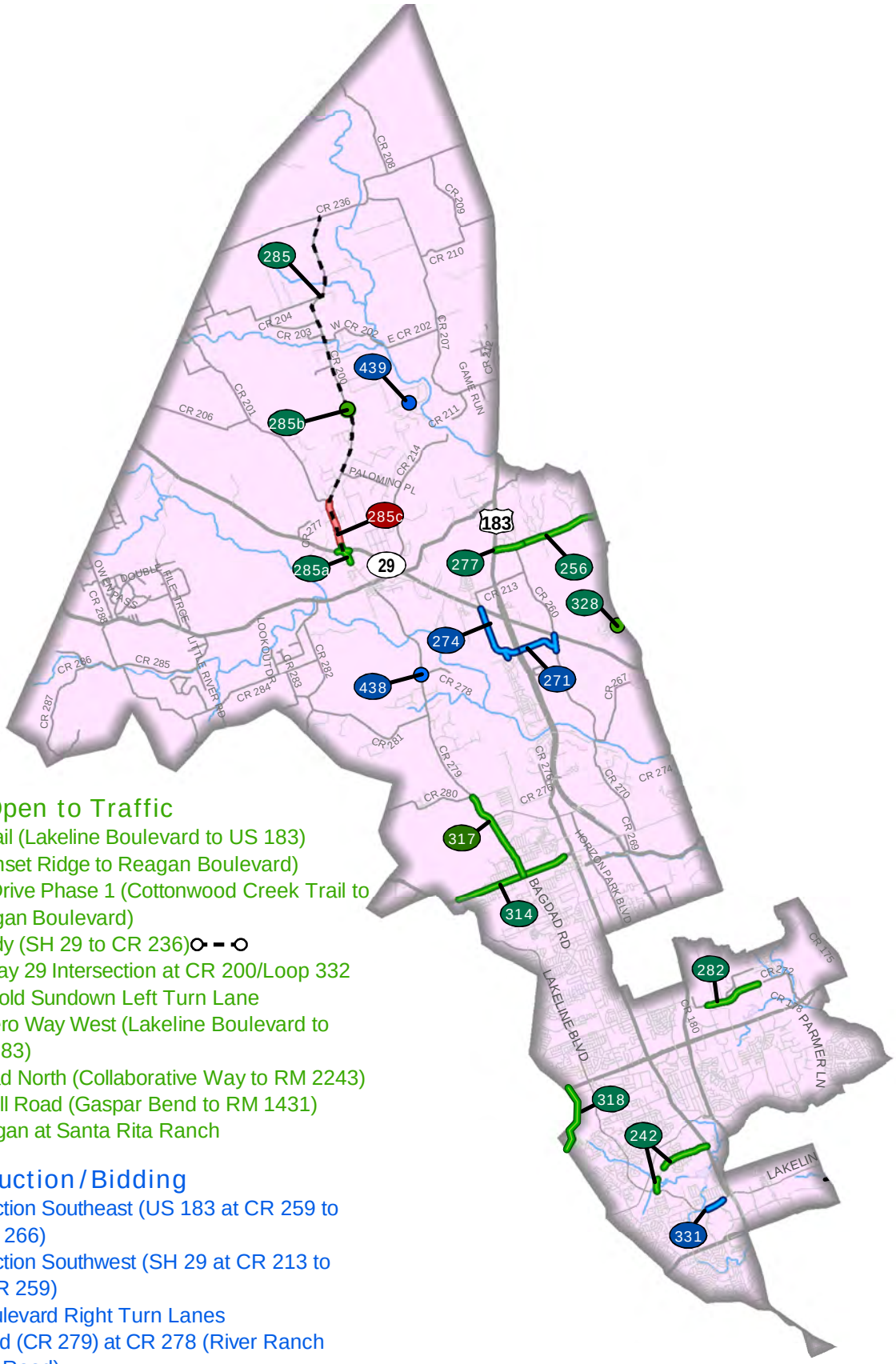
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

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



2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch

Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)

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

Original Contract Price = $368,861.80

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/9/2018	7/31/2018	17	$74,180.25	$74,180.25	$8,242.25	$8,242.25	24	38
2	8/1/2018	8/31/2018	17	$82,674.72	$156,854.97	$9,186.08	$17,428.33	51	76
3	9/1/2018	9/30/2018	4	$39,983.49	$196,838.46	$4,442.61	$21,870.94	63	84
4	10/1/2018	10/30/2018	6	$98,140.59	$294,979.05	$10,904.51	$32,775.45	95	98
5	11/1/2018	11/30/2018	0	$8,377.36	$303,356.41	$930.82	$33,706.27	98	98
6	12/1/2018	12/31/2018	0	$6,351.20	$309,707.61	$705.69	$34,411.96	100	98
7	1/1/2019	2/28/2019	0	$14,837.06	$324,544.67	-$17,330.66	$17,081.30	99	98

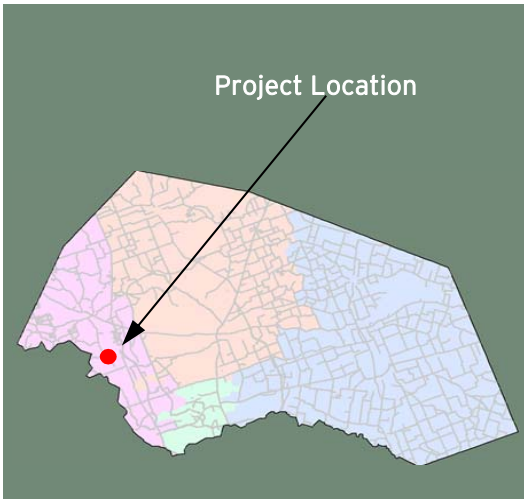
8/30/2019 Comments - Vegetation establishment is the final punchlist item.

Change Order Number	Approved	Cost This CO	Total COs
01	4/9/2019	$ (24,235.83)	$ (24,235.83)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. New bid items were added

Adjusted Price = $344,625.97





Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
(Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles
Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020
Estimated Construction Cost: $3.0 Million



AUGUST 2019 IN REVIEW

08/09/2019: Champion Site Prep continued processing flexible base on the bike trail and began roadway excavation at the northwest end of the project. A small amount of topsoil was placed along the south side of the park road.

8/16/2019: No crews onsite this week.

08/23/2019: The first lift of flexible base was processed on the park road and placement of the second lift began. Subcontractor KimTil continued installing the 12" water line, backflow preventer and master meter at the park entrance. Water line flushing and testing is scheduled for next week.

08/30/2019: Flexible base was hauled onto the park road and on CR 278 between Highland Oaks and the north end of the project. Grading and shaping the slopes along the park road began. Subcontractor KimTil finished the installation of the 12" water line, backflow preventer and master meter at the park entrance. The vaults have been backfilled and the pressure test was performed. Excavation began across Highland Oaks for the double barrel culvert. Subcontractor Wildcat finished forming the ground box aprons.



Design Engineer: Lockwood, Andrews, & Newnam
Contractor: Champion Site Prep
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

Original Contract Price = $2,959,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/15/2018	9/11/2018	10/18/2018	10/28/2018				480		480

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/28/2018	12/31/2018	65	$7,295.69	$7,295.69	$810.74	$810.74	0	14
2	1/1/2019	1/31/2019	31	$204,653.21	$211,948.90	$22,739.25	$23,549.99	8	20
3	2/1/2019	2/28/2019	28	$159,772.72	$371,721.62	$17,752.52	$41,302.51	14	26
4	3/1/2019	3/31/2019	31	$137,964.55	$509,686.17	$15,329.40	$56,631.91	19	32
5	4/1/2019	4/30/2019	30	$194,875.30	$704,561.47	$21,652.81	$78,284.72	26	39
6	5/1/2019	5/31/2019	31	$136,748.31	$841,309.78	$15,194.26	$93,478.98	32	45
7	6/1/2019	6/30/2019	30	$1,833.75	$843,143.53	$203.75	$93,682.73	32	51
8	7/1/2019	7/31/2019	31	$52,512.42	$895,655.95	$5,834.67	$99,517.40	34	58
9	8/1/2019	8/31/2019	31	$200,547.82	$1,096,203.77	$22,283.13	$121,800.53	41	64

Adjusted Price = $2,959,000.00

SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)
Project No. 1805-232

Original Contract Price = $1,705,061.70

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/28/2016	8/28/2018	11/20/2018	12/3/2018	7/3/2019			180		180

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	12/3/2018	12/31/2018	29	$111,968.00	$111,968.00	6	16
2	1/1/2019	1/31/2019	31	$284,815.54	$396,783.54	23	33
3	2/1/2019	2/28/2019	28	$311,269.73	$708,053.27	41	49
4	3/1/2019	3/31/2019	31	$264,196.63	$972,249.90	56	66
5	4/1/2019	4/30/2019	30	$262,325.70	$1,234,575.60	71	83
6	5/1/2019	5/31/2019	31	$274,692.04	$1,509,267.64	87	100
7	6/1/2019	6/30/2019	30	$67,092.74	$1,576,360.38	91	117
8	7/1/2019	7/31/2019	3	$51,130.60	$1,627,490.98	94	118
9	8/1/2019	8/31/2019	0	$6,202.57	$1,633,693.55	94	118

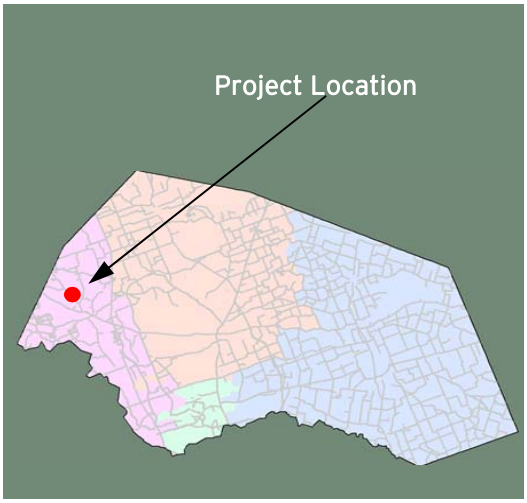
8/30/2019 Comments - All punchlist items have been completed as of 8/14/19. A TxDOT audit is being scheduled.

Change Order Number	Approved	Cost This CO	Total COs
01	5/7/2019	$ 32,028.08	$ 32,028.08

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

Adjusted Price = $1,737,089.78





San Gabriel Ranch Road Bridge at Lackey Creek
(Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
Roadway Classification: Bridge

Project Schedule: October 2018-October 2019
Estimated Construction Cost: $1.4 Million



AUGUST 2019 IN REVIEW

08/09/2019: No work this week.

08/16/2019: No work this week due to underground water issues encountered during channel excavation. The design engineer raised the channel profile. Subcontractor Ranger is coordinating with Greater Austin Development to continue with channel excavation and rock riprap placement.

08/23/2019: No work this week.

08/30/2019: Subcontractor Ranger put rocks in the channel.



Design Engineer: Freese and Nichols
Contractor: A Greater Austin Development Co
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road and Bridge

HNTB

PRIME STRATEGIES, INC.

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)
Project No. 1807-252 Original Contract Price = $1,425,301.90

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/5/2018	9/18/2018	10/12/2018	10/22/2018				125		125

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2018	11/30/2018	0	$20,025.00	$20,025.00	$2,225.00	$2,225.00	2	0
2	12/1/2018	12/31/2018	0	$6,088.77	$26,113.77	$676.53	$2,901.53	2	0
3	1/1/2019	1/31/2019	0	$12,825.00	$38,938.77	$1,425.00	$4,326.53	3	0
4	2/1/2019	3/31/2019	0	$14,943.46	$53,882.23	$1,660.38	$5,986.91	4	0
5	4/1/2019	4/30/2019	30	$192,636.00	$246,518.23	$21,404.00	$27,390.91	19	24
6	5/1/2019	5/31/2019	31	$110,889.98	$357,408.21	$12,321.11	$39,712.02	28	49
7	6/1/2019	6/30/2019	30	$39,727.80	$397,136.01	$4,414.20	$44,126.22	31	73
8	7/1/2019	7/31/2019	31	$69,883.20	$467,019.21	$7,764.80	$51,891.02	36	98

Change Order Number	Approved	Cost This CO	Total COs
01	5/21/2019	$ 16,166.09	$ 16,166.09

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Adjusted Price = $1,441,467.99

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

Original Contract Price = $420,608.60

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/25/2018	10/9/2018	10/24/2018	11/5/2018	2/4/2019			30		30

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/24/2018	10/31/2018	0	$8,237.61	$8,237.61	$915.29	$915.29	2	0
2	11/1/2018	11/30/2018	14	$22,500.00	$30,737.61	$2,500.00	$3,415.29	8	14
3	12/1/2018	12/31/2018	7	$71,658.00	$102,395.61	$7,962.00	$11,377.29	27	7
4	1/1/2019	1/31/2019	7	$235,576.80	$337,972.41	$26,175.20	$37,552.49	90	7
5	2/1/2019	2/28/2019	1	$40,546.86	$378,519.27	$4,505.21	$42,057.70	100	97
6	3/1/2019	4/16/2019	1	$15,784.85	$394,304.12	-$21,304.85	$20,752.85	99	100

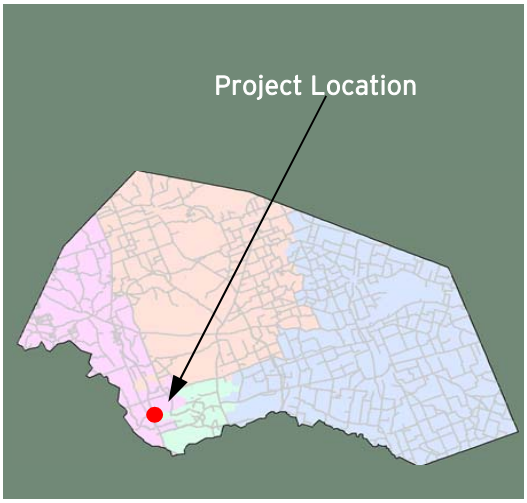
8/2/2019 Comments - All punchlist items have been completed as of 8/28/19. The Certificate of Completion is under review.

Change Order Number	Approved	Cost This CO	Total COs
01	5/7/2019	$ (1,480.65)	$ (1,480.65)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $419,127.95





Lakeline Boulevard Right Turn Lanes
(Intersection Improvements)

Project Length: .1 Miles
Roadway Classification: Urban Arterial

Project Schedule: January 2019-September 2019
Estimated Construction Cost: $0.6 Million



AUGUST 2019 IN REVIEW

08/09/2019: Smith Contracting placed forms and poured concrete for the remaining sidewalk and wall along the sidewalk. The rain garden channel was graded, and the underdrain pipe installed. Subcontractor Alpha Paving placed Type B asphalt and Type D asphalt for the right turn lane and milled and placed Type D asphalt in the pavement repair at the HEB driveway.

08/16/2019: The sidewalk backwall was patched. Trenching for the rain garden was completed. The second half of the rain garden piping, film and geomembrane installation continued. The rebar and form were installed on the sewer junction box located at Pecan Park Drive and Lakeline Boulevard. The sidewalk ramp was ground down and resurfaced to meet the RAS specification. Backfill behind the curb wall began.

08/23/2019: The rain garden was tied to the junction box. Filtration media for the rain garden began to be placed. Striping has been completed.

08/30/2019: The conduit drain installation was completed. Topsoil and block sod were placed in the rain garden. Topsoil was completed on all disturbed areas and all small signs were installed.



Design Engineer: Kimley Horn
Contractor: MA Smith Contracting
Construction Observation:
Clayton Weber, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Lakeline Boulevard Right Turn Lane
Project No. 1809-259

Original Contract Price = $567,792.55

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/24/2018	11/14/2018	12/20/2018	1/2/2019				30		267

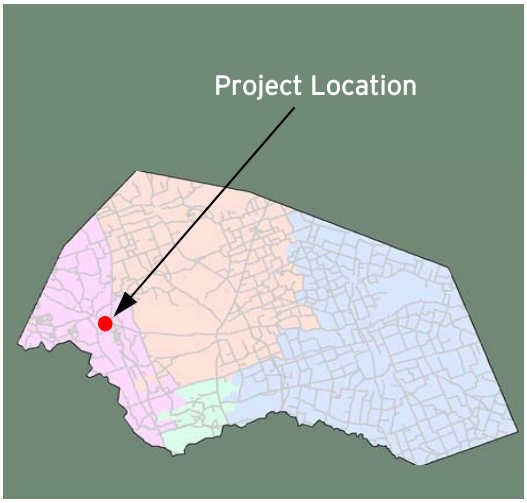
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/2/2019	2/28/2019	58	$91,717.65	$91,717.65	$10,190.85	$10,190.85	17	22
2	3/1/2019	4/3/2019	34	$60,186.83	$151,904.48	$6,687.43	$16,878.28	29	34
3	4/4/2019	5/1/2019	28	$46,547.86	$198,452.34	$5,171.98	$22,050.26	38	45
4	5/2/2019	6/5/2019	35	$18,986.87	$217,439.21	$2,109.65	$24,159.91	41	58
5	6/6/2019	7/5/2019	30	$45,446.17	$262,885.38	$5,049.58	$29,209.49	50	69
6	7/6/2019	8/1/2019	27	$81,391.14	$344,276.52	$9,043.46	$38,252.95	65	79
7	8/2/2019	9/1/2019	31	$159,592.86	$503,869.38	$17,732.54	$55,985.49	96	91

Change Order Number	Approved	Cost This CO	Total COs
01	4/9/2019	$ 17,000.00	$ 17,000.00

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

Adjusted Price = $584,792.55





Seward Junction Improvements
(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - October 2020
Estimated Construction Cost: $13.3 Million



AUGUST 2019 IN REVIEW

08/16/2019: Southwest: Jordan Foster continued embankment to subgrade between Culvert A and the existing Texas Material's driveway. Inlet tops were adjusted on A.03, A.04 and A.05 to finish grade. Southeast: Excavation and embankment continued between Channel E and the PEC pond. Subcontractor JKB laid pipe for wastewater line A and water line C. Trenching for water line D along CR 266 began. US 183 Crossover: The 30" RCP installation on both Culvert C and Culvert D was completed. Ditch excavation began at Culvert C.

08/30/2019: Southwest: The first course of flexible base was placed on the roadway. The 7'x3' boxes were installed for Culvert A.08. The upstream headwall and downstream SET were formed at Culvert A.08. Subcontractor ATS installed three 3" conduits across the Southwest portion west of US 183. Southeast: Concrete was placed for the cast-in-place bend on Culvert D. The 24" RCP on LN-A-Out and LN-A-5 were installed, and the Drop Inlets A5 and A-1 were set. The tapping sleeve and valve were installed on the existing 20" waterline for Water Line D. US 183 Crossover: Subcontractor ATS installed the three 3" conduit for future use along the north side of the crossover. PEC Pond: Excavation and embankment for the pond berms has begun.



Design Engineer: K Friese and Aguirre & Field
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

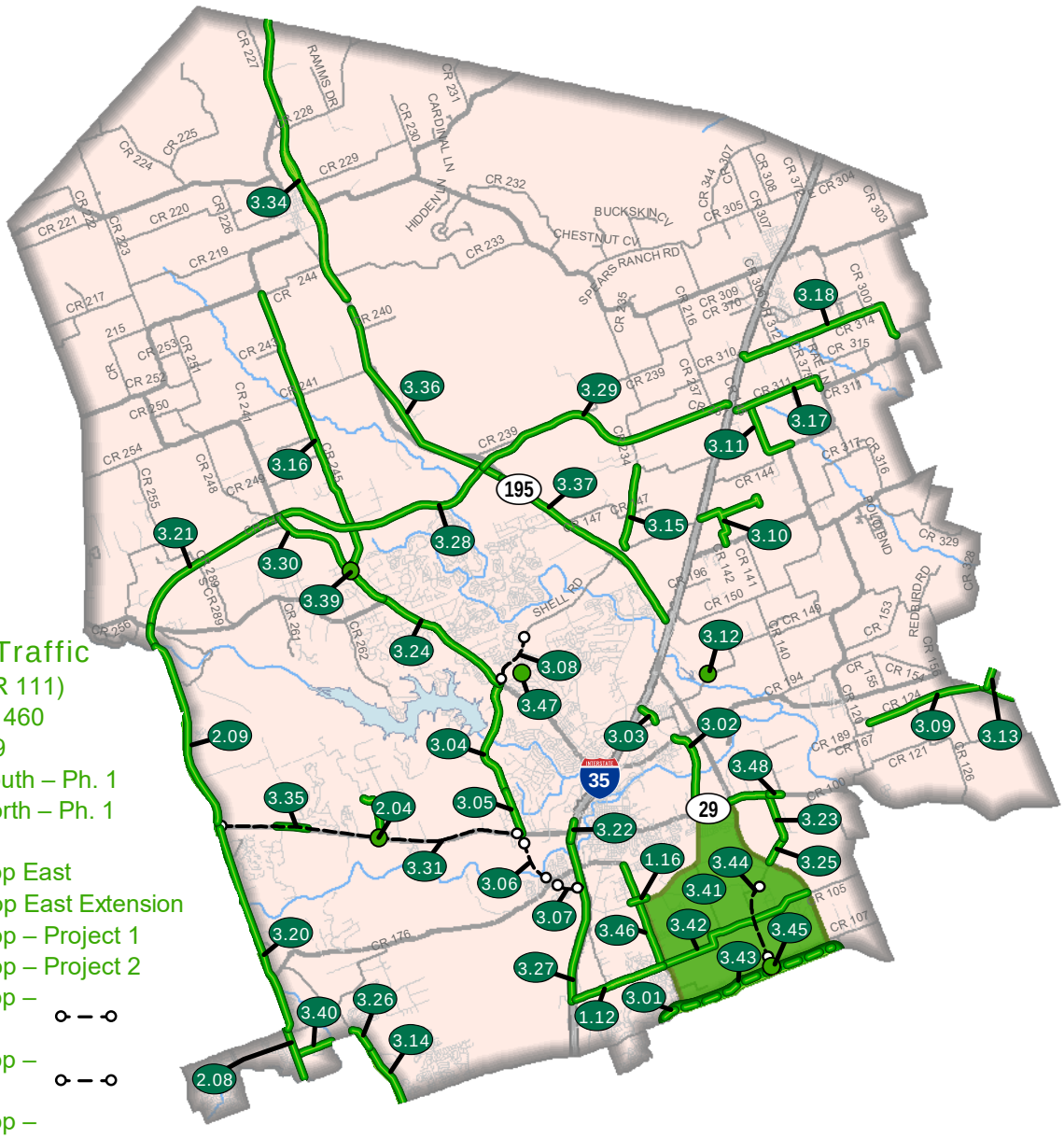
Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019				540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	10	11
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	17	17
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	21	23

Adjusted Price = $13,270,258.10

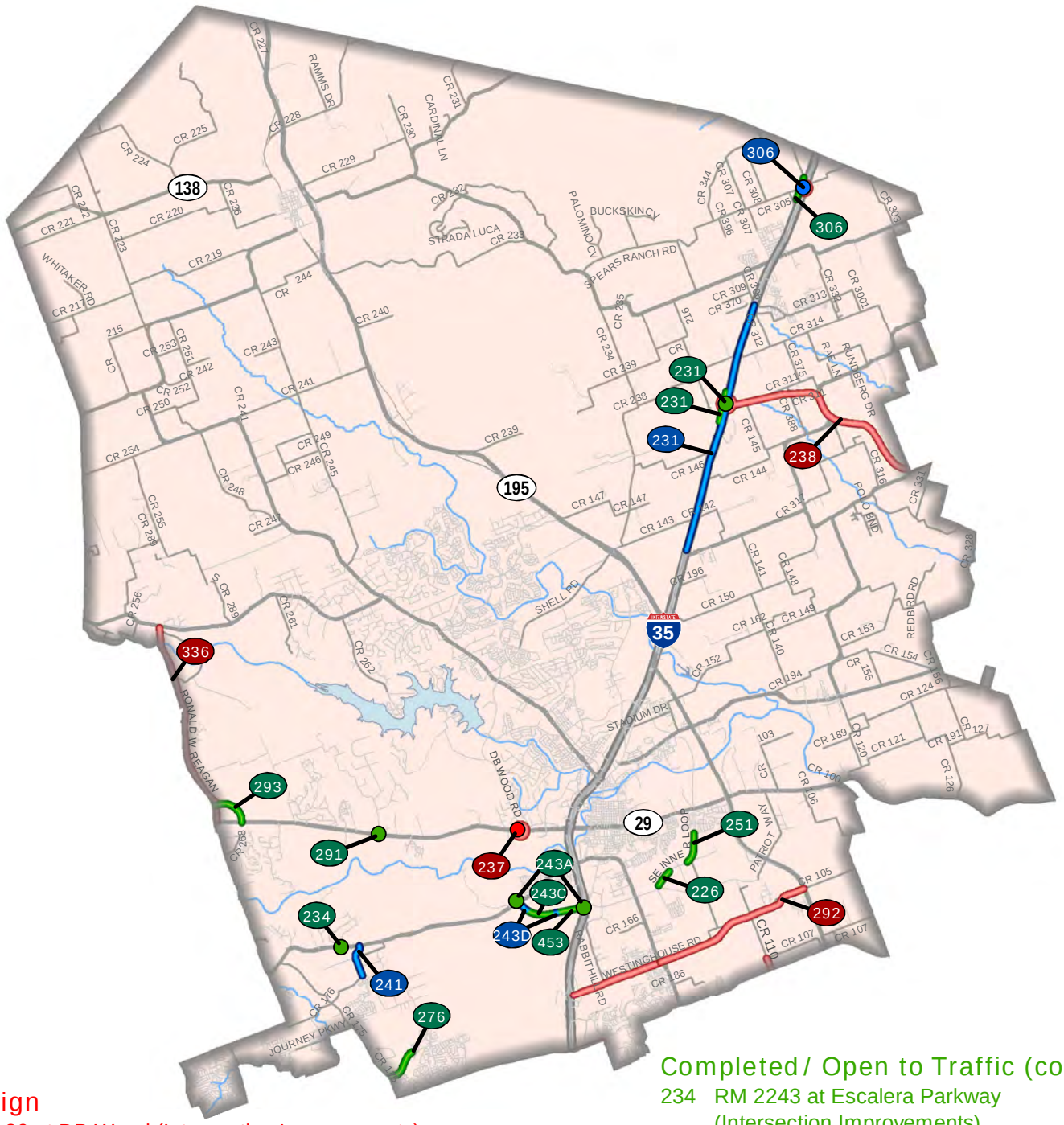
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed / Open to Traffic

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

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
306 CR 305 at IH 35 Bridge Replacement

Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

Completed/ Open to Traffic (con't)

234 RM 2243 at Escalera Parkway (Intersection Improvements)
243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 at Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

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

Original Contract Price = $5,599,200.86

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/27/2017	7/26/2017	8/21/2017	8/21/2017	9/25/2018			337	0	337

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/21/2017	9/30/2017	41	$481,587.30	$481,587.30	$25,346.70	$25,346.70	9	12
2	10/1/2017	10/31/2017	31	$458,144.63	$939,731.93	$24,112.88	$49,459.58	17	21
3	11/1/2017	11/30/2017	30	$165,940.58	$1,105,672.51	$8,733.71	$58,193.29	20	30
4	12/1/2017	12/31/2017	31	$175,800.58	$1,281,473.09	$9,252.66	$67,445.95	24	39
5	1/1/2018	1/31/2018	31	$568,442.13	$1,849,915.22	$29,918.01	$97,363.96	34	49
6	2/1/2018	2/28/2018	28	$282,226.98	$2,132,142.20	$14,854.05	$112,218.01	39	57
7	3/1/2018	3/31/2018	31	$696,205.12	$2,828,347.32	$36,642.70	$148,860.71	52	66
8	4/1/2018	4/30/2018	30	$424,409.91	$3,252,757.23	$22,337.04	$171,197.75	60	75
9	5/1/2018	5/31/2018	31	$267,712.89	$3,520,470.12	$14,089.28	$185,287.03	65	84
10	6/1/2018	6/30/2018	30	$352,872.20	$3,873,342.32	$18,572.22	$203,859.25	71	93
11	7/1/2018	7/31/2018	31	$149,691.68	$4,023,034.00	$7,878.51	$211,737.76	74	102
12	8/1/2018	8/31/2018	31	$857,510.85	$4,880,544.85	$45,133.02	$256,870.78	90	112
13	9/1/2018	9/25/2018	25	$154,914.24	$5,035,459.09	$8,153.38	$265,024.16	93	119
14	9/26/2018	11/30/2018	0	$228,483.14	$5,263,942.23	$12,025.43	$277,049.59	97	119
15	12/1/2018	1/31/2019	0	$191,866.04	$5,455,808.27	-$227,049.59	$50,000.00	96	119

8/30/2019 Comments - The Balancing Change Order is being processed.

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

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

Adjusted Price = $5,713,278.44

Inner Loop Improvements (Wilco Way to Belmont Drive)
Project No. 1706-168 Original Contract Price = $5,352,696.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018			300	98	398

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	7	9
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	16	16
3	12/1/2017	1/31/2018	62	$460,398.44	$1,213,563.44	$51,155.38	$134,840.38	26	32
4	2/1/2018	2/28/2018	28	$52,007.22	$1,265,570.66	$5,778.58	$140,618.96	27	39
5	3/1/2018	3/31/2018	31	$346,718.46	$1,612,289.12	$38,524.28	$179,143.24	34	46
6	4/1/2018	4/30/2018	30	$616,068.50	$2,228,357.62	$68,452.05	$247,595.29	47	54
7	5/1/2018	5/31/2018	31	$625,661.55	$2,854,019.17	$69,517.95	$317,113.24	60	62
8	6/1/2018	6/30/2018	30	$940,709.70	$3,794,728.87	$104,523.31	$421,636.55	80	69
9	7/1/2018	7/31/2018	31	$464,007.65	$4,258,736.52	$51,556.40	$473,192.95	90	77
10	8/1/2018	8/31/2018	31	$164,300.22	$4,423,036.74	$18,255.58	$491,448.53	93	85
11	9/1/2018	9/30/2018	30	$55,348.69	$4,478,385.43	$6,149.85	$497,598.38	95	92
12	10/1/2018	10/31/2018	31	$35,315.10	$4,513,700.53	$3,923.90	$501,522.28	95	100
13	11/1/2018	11/30/2018	30	$68,351.25	$4,582,051.78	$7,594.58	$509,116.86	97	108
14	12/1/2018	12/22/2018	22	$67,106.34	$4,649,158.12	$7,456.26	$516,573.12	98	113
15	12/23/2018	2/28/2019	0	$32,411.02	$4,681,569.14	$3,601.23	$520,174.35	99	113
16	3/1/2019	3/15/2019	0	$18,154.74	$4,699,723.88	$2,017.19	$522,191.54	99	113
17	3/16/2019	4/30/2019	0	$499,998.40	$5,199,722.28	-$499,998.40	$22,193.14	99	113

8/30/2019 Comments - Punchlist items are ongoing.

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

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

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

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

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

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

Change Order Number	Approved	Cost This CO	Total COs
04	3/5/2019	$ 20,171.94	$ 247,684.96

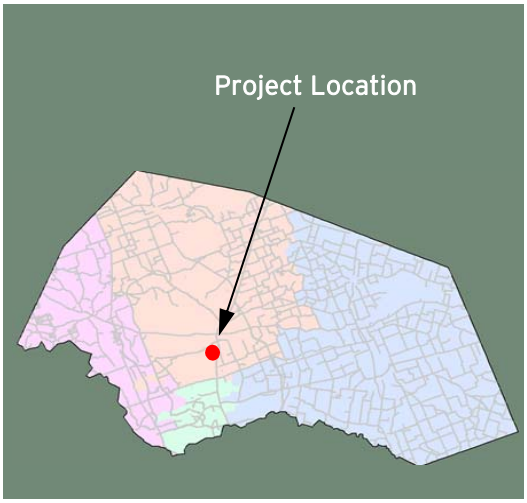
3F: County Convenience. Additional work desired by the County. 2C. Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of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

Change Order Number	Approved	Cost This CO	Total COs
05	6/25/2019	$ (343,688.29)	$ (96,003.33)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the

Adjusted Price = $5,256,692.67





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

Project Length: 1.6 Miles
Roadway Classification: Major Urban Collector

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



AUGUST 2019 IN REVIEW

08/09/2019: James Construction excavated the east side ramp and hauled materials to the Wall 6 and the north pond areas. Flexible base was placed at the east end of the current project where it connects to Segment 1. Rock riprap was placed on the west end of the bridge.

08/16/2019: Base was placed on the west end of the bridge . Rock riprap was placed on the west end of the bridge and at Culvert 8.

08/23/2019: Excavation continued on the east side ramp and the west end in the quarry. Material was hauled to the Wall 6 and the north pond areas. Rock riprap continued to be placed on the west end of the bridge.

08/30/2019: Concrete Barriers for the Texas Crushed Stone haul road are to be placed after the fence subcontractor (Metalink) places the fence in this location.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

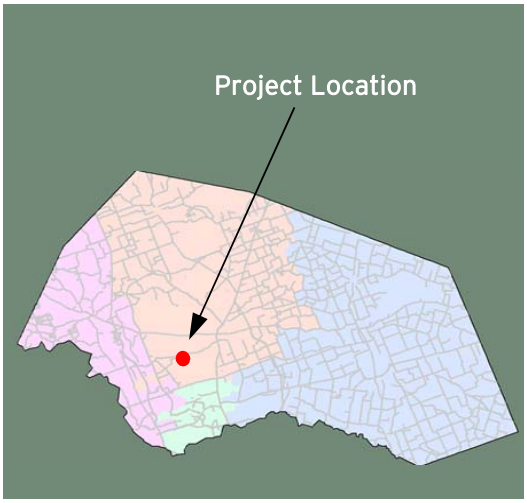
Original Contract Price = $8,087,943.77

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/24/2018	10/25/2018	32	$650,245.50	$650,245.50	$72,249.50	$72,249.50	9	8
2	10/26/2018	11/25/2018	31	$282,139.19	$932,384.69	$31,348.80	$103,598.30	13	15
3	11/26/2018	12/25/2018	30	$935,358.18	$1,867,742.87	$103,928.69	$207,526.99	26	22
4	12/26/2018	1/25/2019	31	$150,358.76	$2,018,101.63	$16,706.52	$224,233.51	28	30
5	1/26/2019	2/25/2019	31	$87,117.34	$2,105,218.97	$9,679.71	$233,913.22	29	37
6	2/26/2019	3/25/2019	28	$658,360.62	$2,763,579.59	$73,151.18	$307,064.40	38	44
7	3/26/2019	4/25/2019	31	$368,480.57	$3,132,060.16	$40,942.28	$348,006.68	43	51
8	4/26/2019	5/25/2019	30	$518,691.89	$3,650,752.05	$57,632.43	$405,639.11	50	58
9	5/26/2019	6/25/2019	31	$525,821.35	$4,176,573.40	$58,424.60	$464,063.71	57	65
10	6/26/2019	7/25/2019	30	$188,830.60	$4,365,404.00	$20,981.18	$485,044.89	60	73
11	7/26/2019	8/25/2019	31	$468,383.64	$4,833,787.64	-$230,635.01	$254,409.88	63	80

Adjusted Price = $8,087,943.77





CR 176 at RM 2243

(RM 2243 at Parkside Parkway)

Project Length: 1 Mile
Roadway Classification: Rural Arterial

Project Schedule: August 2019 - March 2020
Estimated Construction Cost: $2.4 Million



AUGUST 2019 IN REVIEW

08/09/2019: Clearing of ROW and hauling of debris began on the project.

08/16/2019: Clearing of ROW and hauling of debris continued. The PEC power pole has been removed from ROW.

08/23/2019: Clearing of ROW and hauling of debris continued. All utilities are clear.

08/30/2019: Clearing of ROW and hauling of debris continued. Drainage ditch have begun to be cut.



Design Engineer: WSB & Associates
Contractor: Joe Bland Construction
Construction Observation:
Pat de los Santos, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 176 at RM 2243 (RM 2243 to Parkside Parkway)
Project No. 1901-285

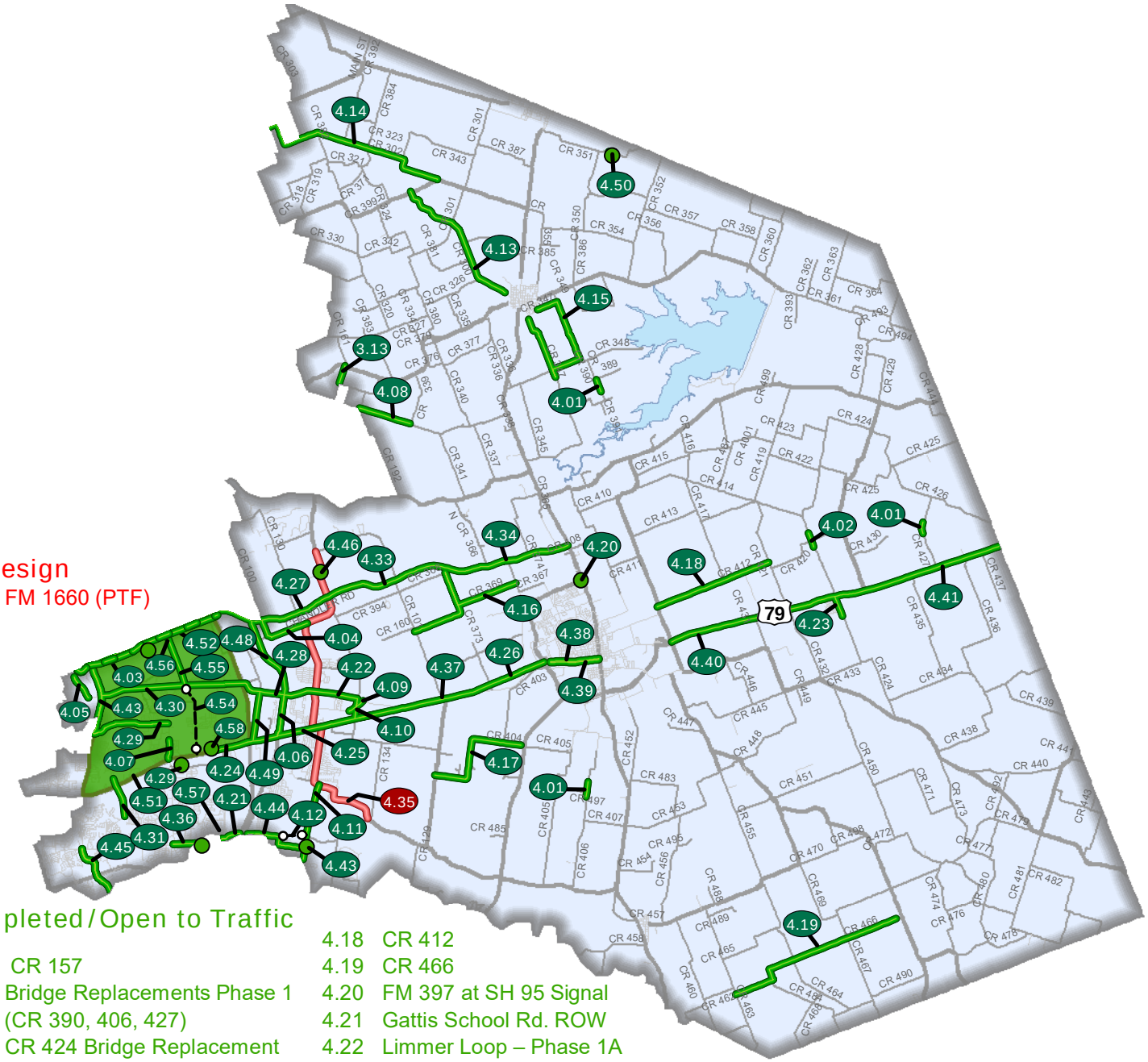
Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019				420	0	420

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	12	6

Adjusted Price = $2,447,560.00

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



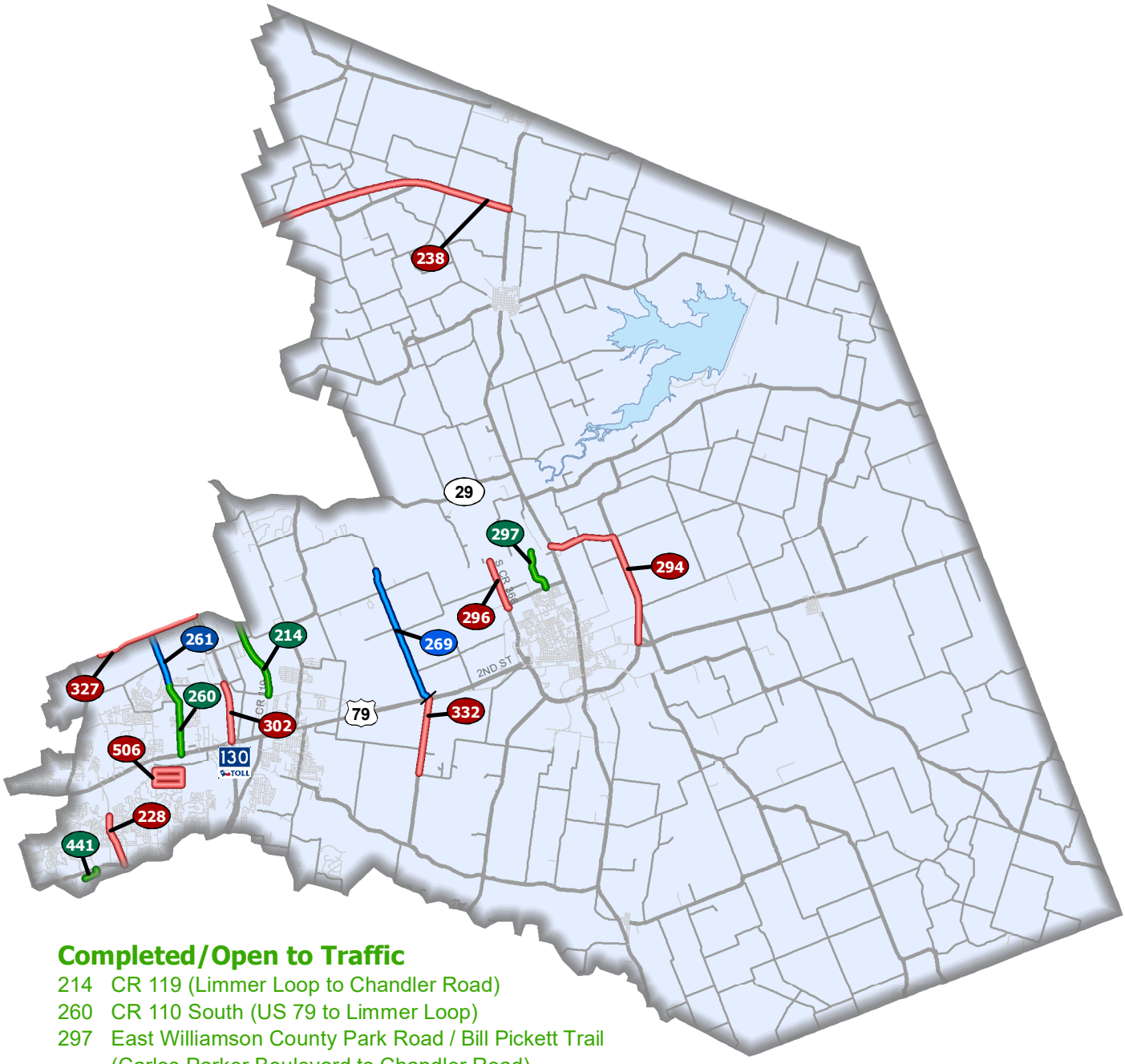
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

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

2013 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Under Construction/Bidding

261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)

In Design

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop) Traffic Study
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange
506 Greenfield and Oak Bluff Estates Drainage Improvements

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

Original Contract Price = $6,640,302.71

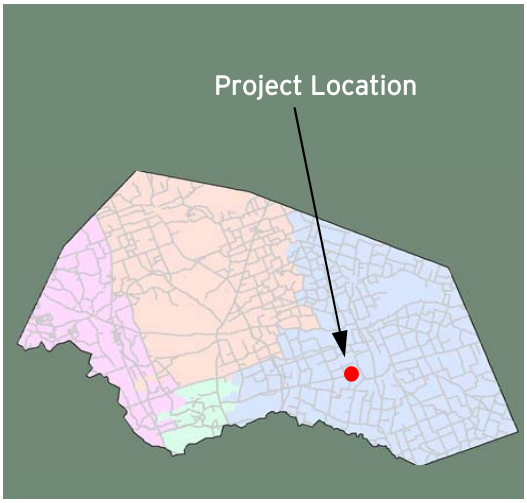
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/25/2017	11/15/2017	12/8/2017	12/18/2017	3/27/2019			450		450

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/1/2017	12/31/2017	31	$65,613.60	$65,613.60	$7,290.40	$7,290.40	1	7
2	1/1/2018	1/31/2018	31	$473,860.64	$539,474.24	$52,651.18	$59,941.58	9	14
3	2/1/2018	2/28/2018	28	$323,428.91	$862,903.15	$35,936.55	$95,878.13	14	20
4	3/1/2018	3/31/2018	31	$229,232.44	$1,092,135.59	$25,470.27	$121,348.40	18	27
5	4/1/2018	4/30/2018	30	$630,740.24	$1,722,875.83	$70,082.25	$191,430.65	29	34
6	5/1/2018	5/31/2018	31	$298,792.28	$2,021,668.11	$33,199.14	$224,629.79	34	40
7	6/1/2018	6/30/2018	30	$448,853.39	$2,470,521.50	$49,872.60	$274,502.39	41	47
8	7/1/2018	7/31/2018	31	$494,029.30	$2,964,550.80	$54,892.14	$329,394.53	50	54
9	8/1/2018	8/31/2018	31	$464,999.77	$3,429,550.57	$51,666.64	$381,061.17	57	61
10	9/1/2018	9/30/2018	30	$91,950.30	$3,521,500.87	$10,216.70	$391,277.87	59	68
11	10/1/2018	10/31/2018	31	$150,146.37	$3,671,647.24	$16,682.93	$407,960.80	61	74
12	11/1/2018	11/30/2018	30	$637,015.84	$4,308,663.08	$70,779.54	$478,740.34	72	81
13	12/1/2018	12/31/2018	31	$183,696.70	$4,492,359.78	$20,410.75	$499,151.09	75	88
14	1/1/2019	1/31/2019	31	$431,097.90	$4,923,457.68	-$240,021.74	$259,129.35	78	95
15	2/1/2019	2/28/2019	28	$92,272.69	$5,015,730.37	$4,856.46	$263,985.81	80	101
16	3/1/2019	3/27/2019	27	$921,976.40	$5,937,706.77	$48,525.07	$312,510.88	94	107
17	3/28/2019	4/30/2019	0	$8,292.20	$5,945,998.97	$436.80	$312,947.68	94	107
18	5/1/2019	5/31/2019	0	$9,978.80	$5,955,977.77	$525.20	$313,472.88	94	107

8/31/2019 Comments - The punchlist items are ongoing.

Adjusted Price = $6,640,302.71





CR 110 Middle
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 - June 2020
Estimated Construction Cost: $8.9 Million



AUGUST 2019 IN REVIEW

08/09/2019: James Construction finished installing 5'X 2' concrete box culvert across University Boulevard. Safety end treatments were formed, and Class C concrete placed at the concrete box culvert on University Boulevard. The first lift of flexible base was placed and compacted from CR 110 to the east. Installation of the wastewater line continued from the tie in to CR 112.

08/16/2019: The 5' X 3' concrete box culvert was installed at Culvert F. Class C concrete was formed and placed at the headwall of Culvert D. Flexible base was placed and compacted on the northeast side of University Boulevard. Subcontractor Quanta relocated MCI from Red Bud Lane to DeSoto Loop.

08/23/2019: Class C concrete footing was placed at Culvert C. The wastewater line continued to be placed north of CR 112. Subcontractor Texas Materials placed asphalt on University Boulevard.

08/30/2019: Grading began on the ditch at Limmer Loop. Class C concrete was placed at Culvert E. Utility subcontractor Quanta continued to relocate MCI across CR 112 and to the north. The temporary line was bored across CR 110. Subcontractor PSI installed a pole on the east side of CR 112 and relocated Oncor's line across CR 112.



Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
David Thomas, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019				390		390

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	7
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	13	14
3	7/1/2019	7/31/2019	31	$406,884.78	$1,453,753.93	$45,209.43	$161,528.22	18	22
4	8/1/2019	8/31/2019	31	$391,244.32	$1,844,998.25	$43,471.59	$204,999.81	23	30

Adjusted Price = $8,910,862.73

Williamson County Commissioners Court

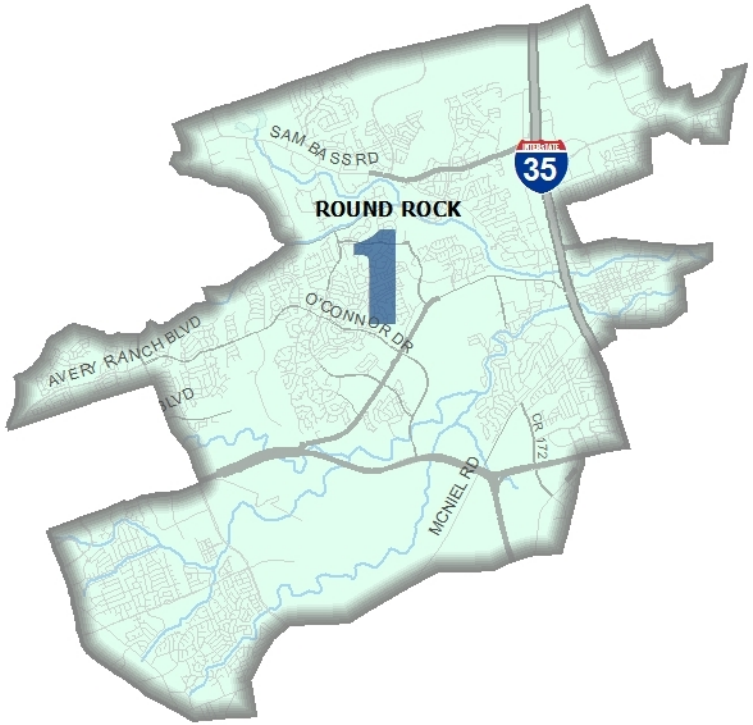
Road Bond Program

September 17, 2019

PRIME STRATEGIES, INC.

HNTB

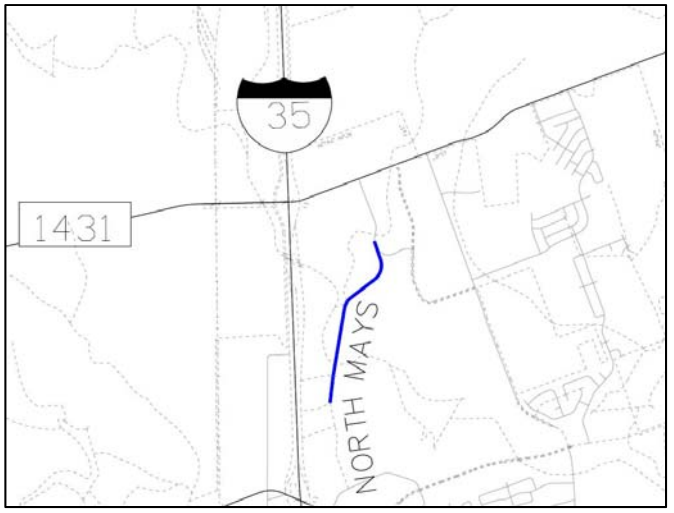
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
LVD
CR 172
MCNIEL RD

North Mays Extension
(Paloma Drive to Oakmont Drive)

Anticipated Completion

Spring 2020



Original Contract Price = $10,775,835.75

Total Change Orders to Date = $0.00

Adjusted Contract Price = $10,775,835.75

Expenditures to Date = $2,221,706.19 (21%)

North Mays Extension
(Paloma Drive to Oakmont Drive)



North Mays Extension
(Paloma Drive to Oakmont Drive)



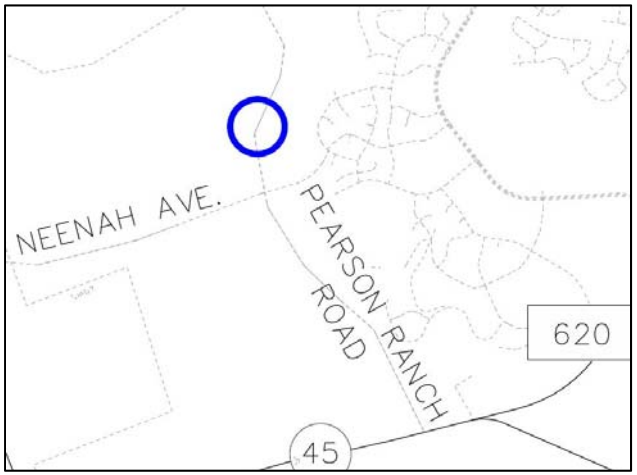
North Mays Extension
(Paloma Drive to Oakmont Drive)



Pearson Ranch Road at Iveans Way (Pedestrian Crossing)

Anticipated Completion

Summer 2019



Partnership with the City of Austin

WilCo Contribution = 100% of the total project cost, not to exceed $285,000.00

Construction is managed by the City of Austin

Pearson Ranch Road at Iveans Way (Pedestrian Crossing)



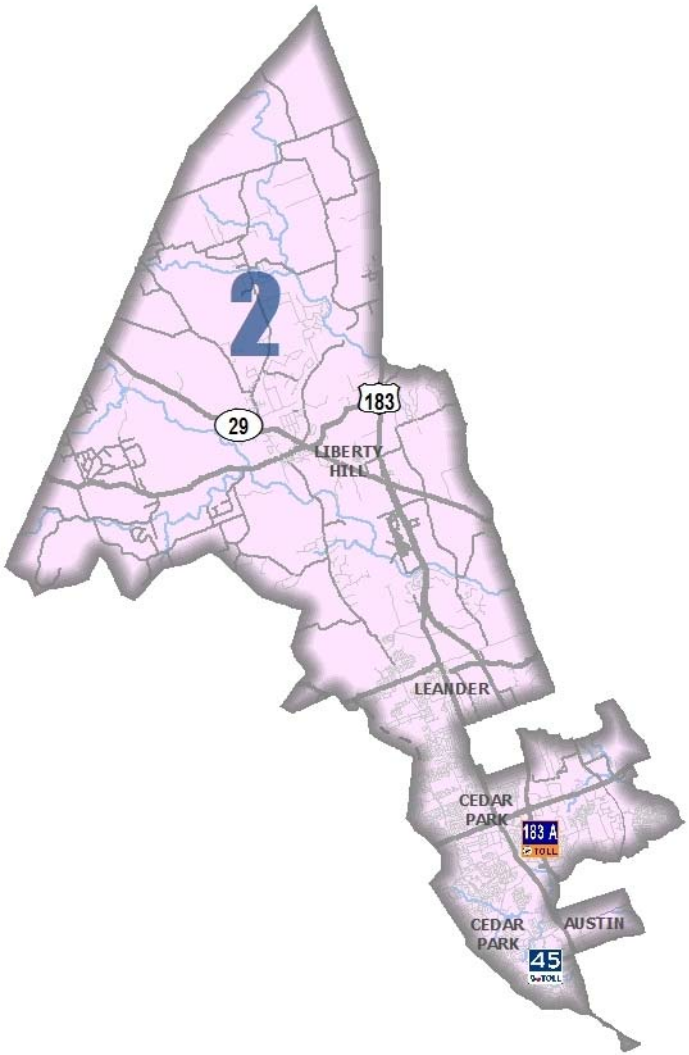
Pearson Ranch Road at Iveans Way (Pedestrian Crossing)



Pearson Ranch Road at Iveans Way (Pedestrian Crossing)



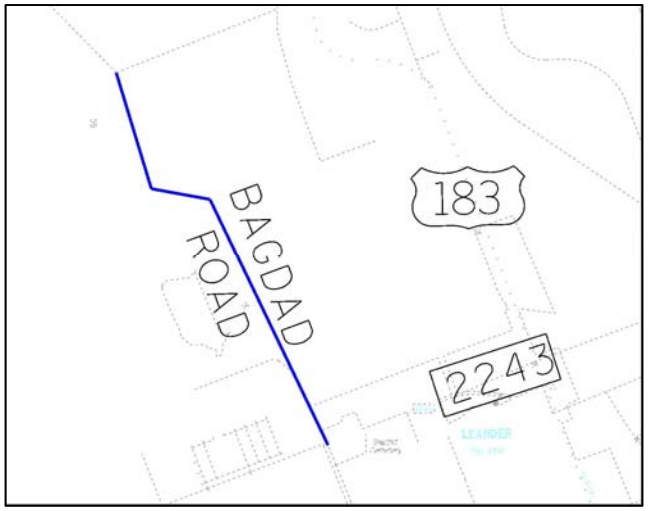
Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Bagdad Road North
(Collaborative Way to RM 2243)

Anticipated Completion

Summer 2019



Partnership with the City of Leander

Original Contract Amount = $8,091,140.30

WilCo Contribution = 50% of total project cost, not to exceed $4,903,000.00

Construction is managed by the City of Leander

Bagdad Road North
(Collaborative Way to RM 2243)



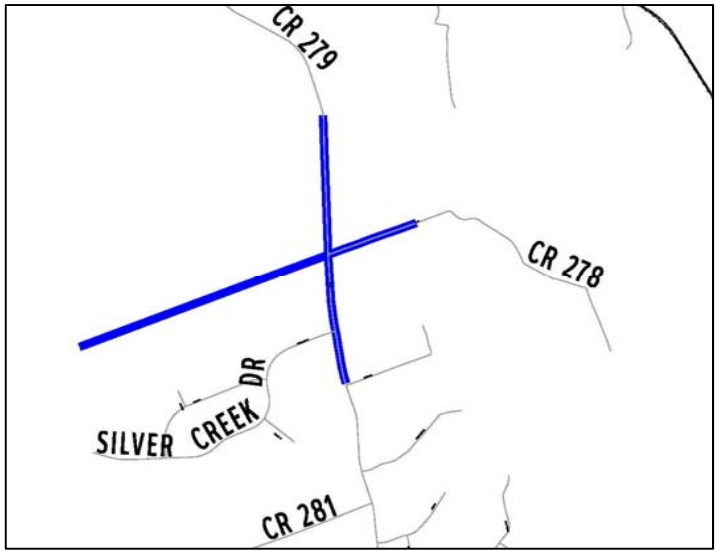
Bagdad Road North (Collaborative Way to RM 2243)



Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)

Anticipated Completion

Early 2020



Original Contract Price = $2,959,000.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $2,959,000.00

Expenditures to Date = $1,218,005.30 (41%)

Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)



Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)



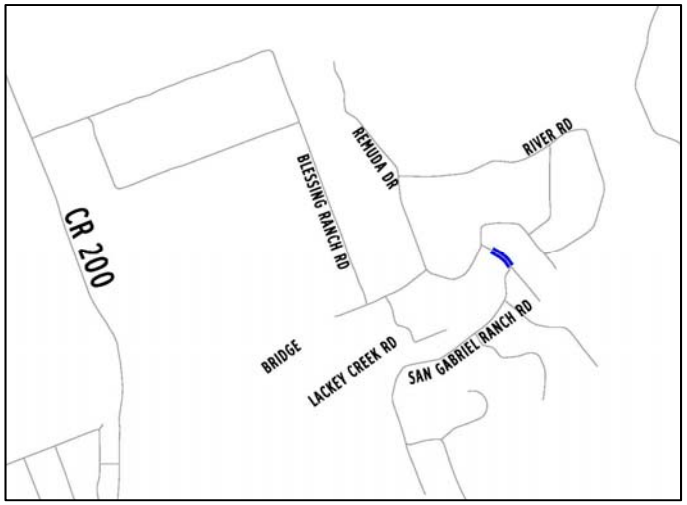
Bagdad Road (CR 279) at CR 278 (River Ranch Park Road)



San Gabriel Ranch Road Bridge at Lackey Creek

Anticipated Completion

Early 2020



Original Contract Price = $1,425,301.90

Total Change Orders to Date = $16,166.09

Adjusted Contract Price = $1,441,467.99

Expenditures to Date = $518,910.23 (36%)

San Gabriel Ranch Road Bridge at Lackey Creek



San Gabriel Ranch Road Bridge at Lackey Creek

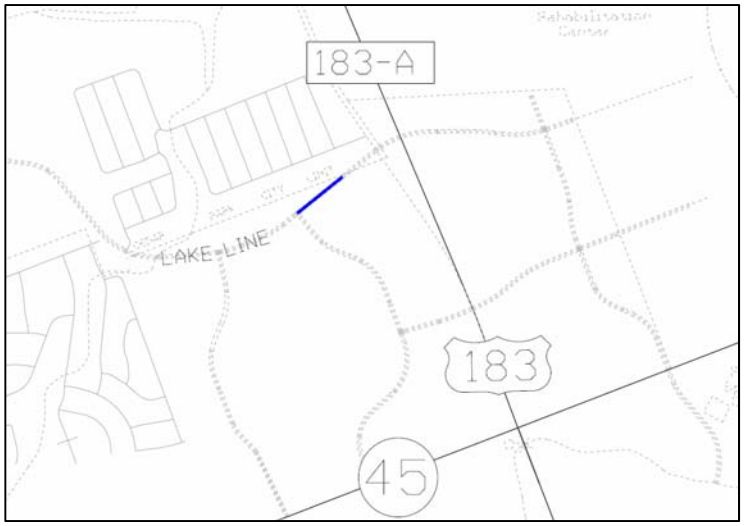


San Gabriel Ranch Road Bridge at Lackey Creek



Lakeline Boulevard Right Turn Lanes

Substantially Complete



Original Contract Price = $567,792.55

Total Change Orders to Date = $38,237.44

Adjusted Contract Price = $606,029.99

Expenditures to Date = $382,529.47 (65%)

Lakeline Boulevard Right Turn Lanes



Lakeline Boulevard Right Turn Lanes



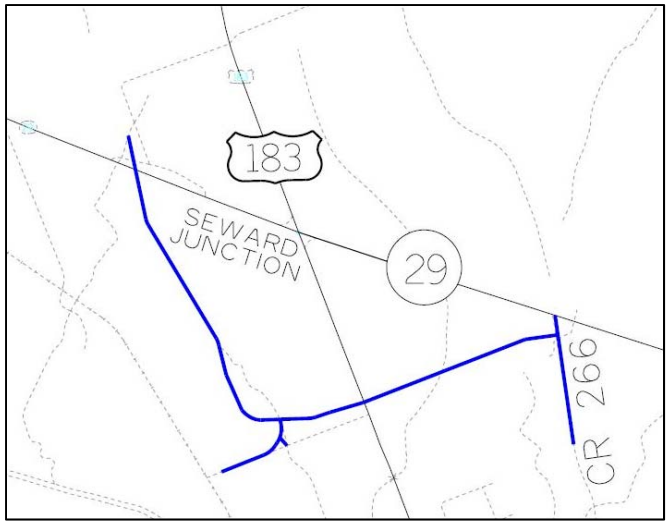
Lakeline Boulevard Right Turn Lanes



Seward Junction Improvements

Anticipated Completion

Late 2020



Original Contract Price = $13,270,258.10

Total Change Orders to Date = $0.00

Adjusted Contract Price = $13,270,258.10

Expenditures to Date = $2,821,267.12 (21%)

Seward Junction Improvements



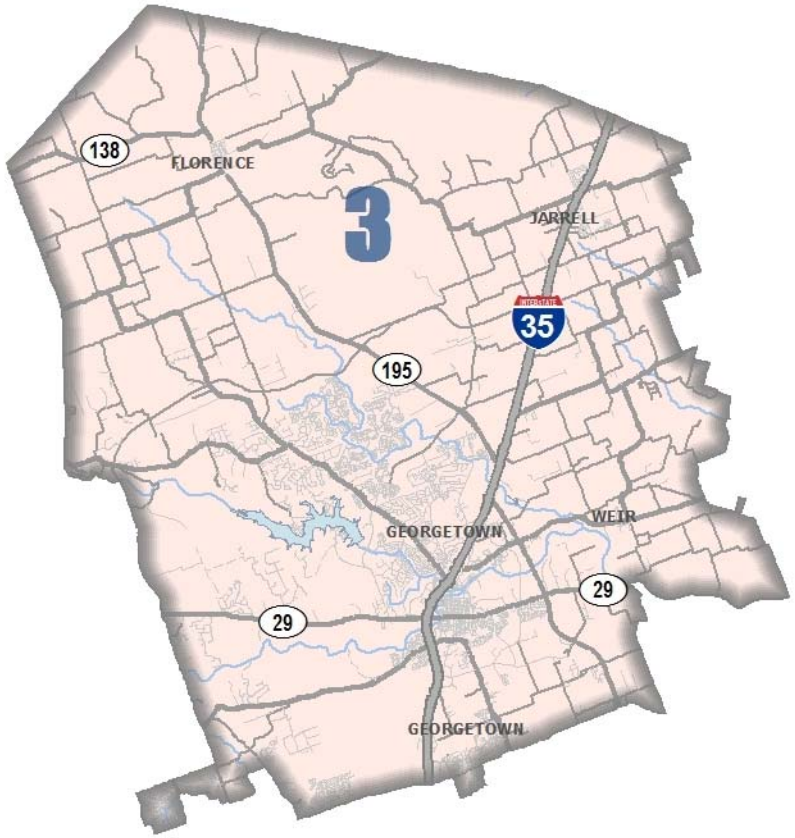
Seward Junction Improvements



Seward Junction Improvements



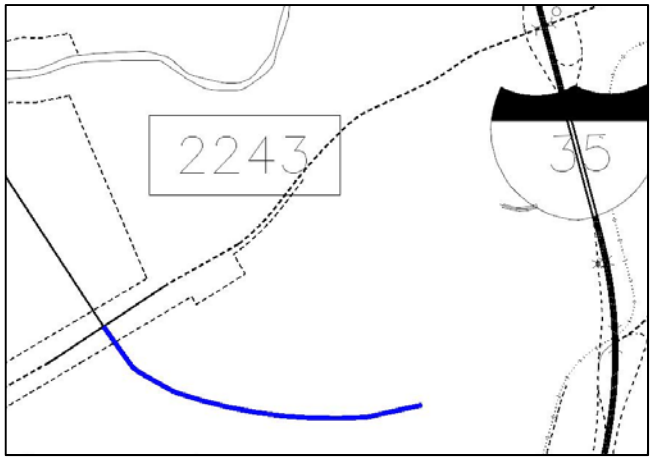
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

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

Anticipated Completion

Late 2019



Original Contract Amount = $8,087,943.77

Total Change Orders = $0.00

Adjusted Contract Price = $8,087,943.77

Expenditures to Date = $5,088,197.52 (63%)

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



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



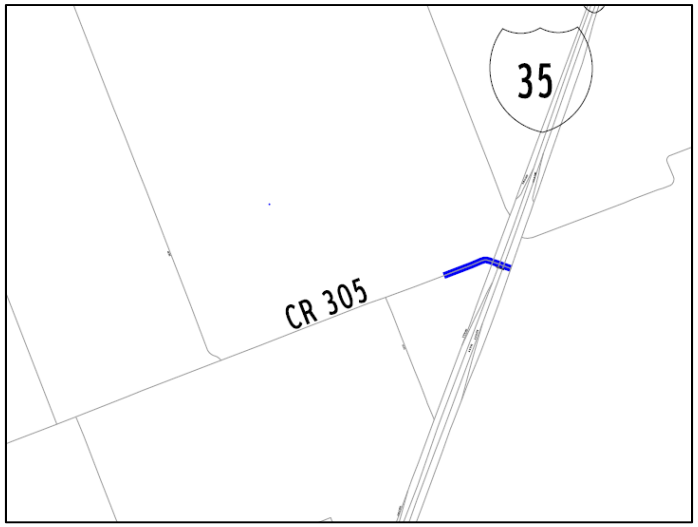
Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



CR 305 at IH 35
(Bridge Replacement)

Anticipated Completion

Late 2019



Partnership with TxDOT

Original Contract Amount = $6,748,948.60

Construction is managed by TxDOT

CR 305 at IH 35
(Bridge Replacement)



CR 305 at IH 35
(Bridge Replacement)



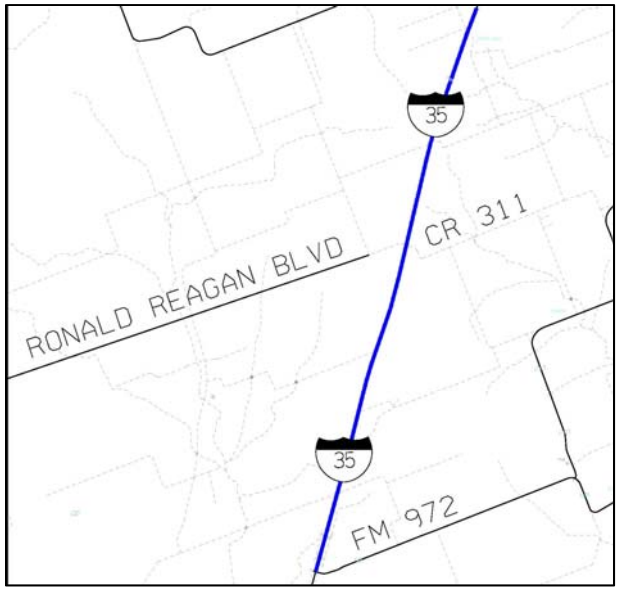
CR 305 at IH 35
(Bridge Replacement)



IH 35 Ramp Reversals and Frontage Road Conversion

Anticipated Completion

Fall 2020



Partnership with TxDOT

Original Contract Amount = $13,145,762.51

Construction is managed by TxDOT

IH 35 Ramp Reversals and Frontage Road Conversion



IH 35 Ramp Reversals and Frontage Road Conversion



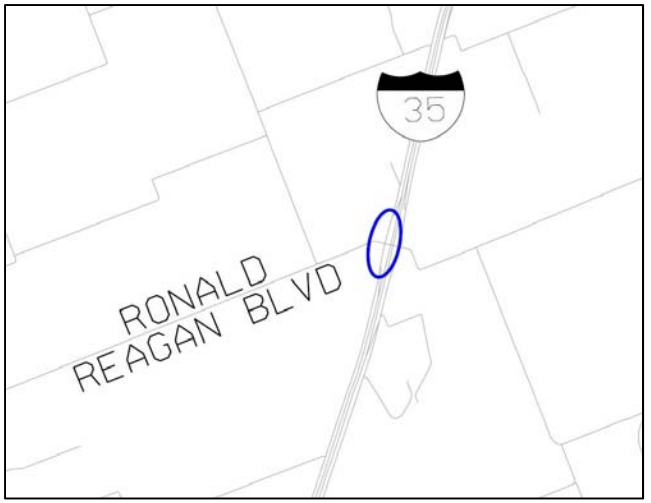
IH 35 Ramp Reversals and Frontage Road Conversion



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Summer 2020



Partnership with TxDOT

Original Contract Amount = $15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



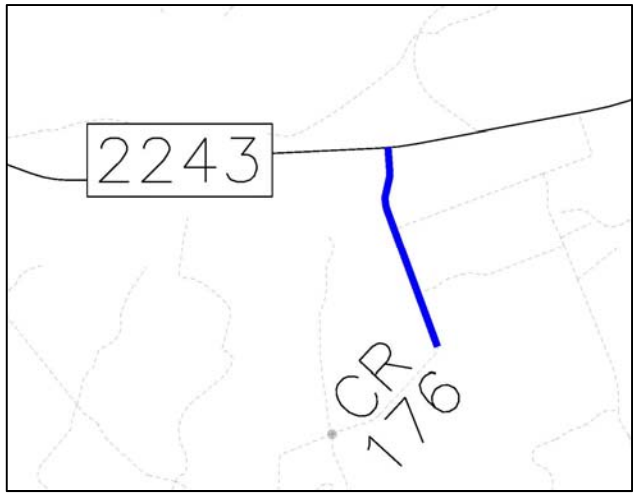
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

Anticipated Completion

Spring 2020



Original Contract Amount = $2,447,560.00

Total Change Orders = $0.00

Adjusted Contract Price = $2,447,560.00

Expenditures to Date = $283,232.00 (12%)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)



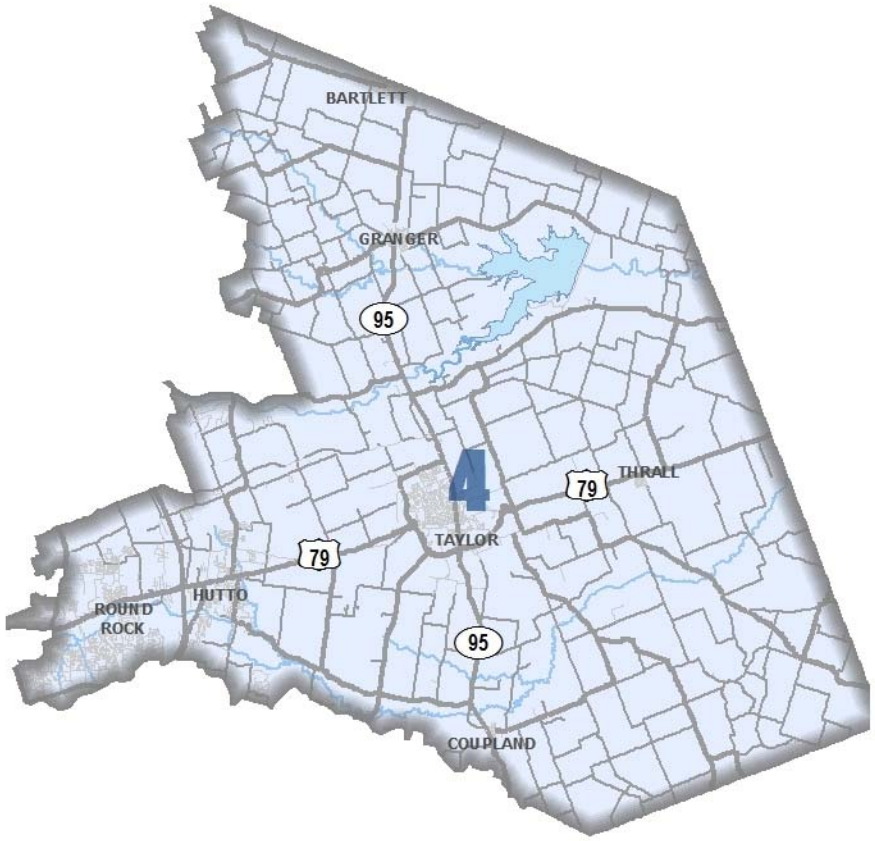
CR 176 at RM 2243
(RM 2243 to Parkside Parkway)



CR 176 at RM 2243
(RM 2243 to Parkside Parkway)



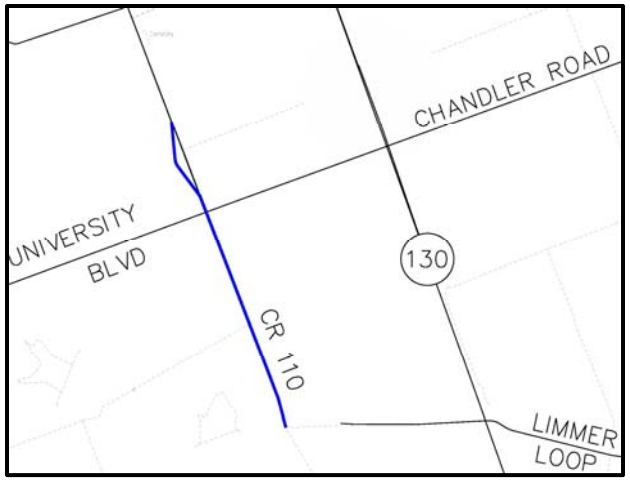
Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 110 Middle
(Limmer Loop to CR 107)

Anticipated Completion

Spring 2020



Original Contract Amount = $8,910,862.73

Total Change Orders = $0.00

Adjusted Contract Price = $8,910,862.73

Expenditures to Date = $1,615,282.15 (18%)

CR 110 Middle
(Limmer Loop to CR 107)



CR 110 Middle
(Limmer Loop to CR 107)



CR 110 Middle
(Limmer Loop to CR 107)



Commissioners Court - Regular Session **37.**

Meeting Date: 09/17/2019

CR 459 Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Wade Land Partners for right of way needed on CR 459 (Eiben Point). Funding Source- Road & Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wade Partners Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:57 AM
Form Started By: Charlie Crossfield		Started On: 09/12/2019 10:54 AM
Final Approval Date: 09/12/2019		

REAL ESTATE CONTRACT

Eiben Point

THIS REAL ESTATE CONTRACT ("Contract") is made by **WADE LAND PARTNERS, a Texas Series Limited Liability Company** (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 4.04-acre tract of land in the P.J. Wycho Survey, Abstract No. 659, Williamson County, Texas and the T.V. Coupland Survey, Abstract No. 802, Williamson County, Texas, being out of the remaining portion of that tract conveyed to Wade Land Partners, recorded in Document No. 2019015791 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

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

2.1. 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 FOURTY EIGHT THOUSAND FOUR HUNDRED EIGHTY and 00/100 Dollars ($48,480.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.1. 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

3.2. 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

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

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect

to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

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

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

5.1. The Closing shall be held at the office of Independence Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before October 11, 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

5.2. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in 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

5.3. 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

5.4. 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

5.5. 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

8.1. 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

8.2. 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

8.3. 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

8.4. 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

8.5. 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

8.6. Time is of the essence in this Contract.

Gender

8.7. 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

8.8. 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

8.9. 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

SELLER:

WADE LAND PARTNERS, LLC,
a Texas Series Limited Liability Company

BY: Stephen W. Freeman (Sep 10, 2019)

ITS: Managing Member

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

Exhibit "A"

FIELD NOTES
JOB NO. 181170-00
DATE: AUGUST 22, 2019
PAGE 1 OF 2

4.04 ACRES

BEING 4.04 ACRES OF LAND, OUT OF THE P. J. WYCHO SURVEY, ABSTRACT NO. 659, WILLIAMSON COUNTY, TEXAS, AND THE T. V. COUPLAND SURVEY, ABSTRACT NO. 802, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMAINING PORTION OF THAT TRACT CONVEYED TO WADE LAND PARTNERS, RECORDED AS DOCUMENT No. 2019015791, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

As surveyed on the ground on this, the 1st day of May, 2019, by Texas Land Surveying, Inc., and further described by metes and bounds as follows:

BEGINNING: at a 1/2" iron rod set in the west margin of County Road No. 459, for the southeast corner of that tract conveyed to Tricia Wallace Sowers, et vir and recorded as Document No. 2019041109 of said official public records, being the northeast corner of said remainder of Wade Land Partners tract and this tract, from which a 1/2" iron rod found for the northeast corner of said Sowers tract bears: N07°20'36"E 240.00 feet;

THENCE: S 07°20'36" W 331.59 feet with the east line of said remainder of Wade Land Partners tract to a 1/2" iron rod set for an angle point in the east line of this tract, from which a cotton spindle found for the southeast corner of said remainder of Wade Land Partners tract bears: S07°20'36"W 1357.62 feet;

THENCE: S 27°18'13" W 1277.53 feet crossing said remainder of Wade Land Partners tract to a 1/2" iron rod set in the west margin of said county road, in the south line of said remainder of Wade Land Partners tract, for the southeast corner of this tract, from which the cotton spindle previously mentioned bears: S62°52'40"E 463.45 feet;

THENCE: N 62°52'40" W 95.00 feet with the south line of said remainder of Wade Land Partners tract to a 1 inch diameter pipe found for the northeast corner of that tract conveyed to Wayne E. Sanders, et ux and recorded as Document No. 2008069788 of said official public records, for an angle point in the south line of said remainder of Wade Land Partners tract and this tract;

THENCE: N 62°47'19" W 25.00 feet with the north line of said Sanders tract, the south line of said remainder of Wade Land partners tract to a 1/2" iron rod set for the southwest corner of this tract;

THENCE: recrossing said remainder of Wade Land Partners tract the following tow (2) courses:

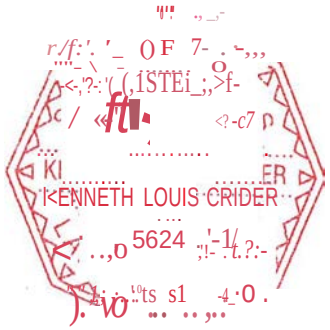
1. **N 27°18'13" E 1313.23 feet** to a 1/2" iron rod set,
2. **253.09 feet** along a curve to the left (delta=13°56'36", r=1040.00', **LC=N20°19'55"E 252.47')** to a 1/2" iron rod set in the south line of said Sowers tract, for the northwest corner of this tract;

THENCE: N 82°49'57" E 45.43 feet with the south line of said Sowers tract to the Point of Beginning.

Texas land Surveying, Inc. assumes NO liability of any kind for the misuse (illegal use) of this survey.

t-.2J-19

Kenneth Louis Crider, R.P.L.S. No. 5624
Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



Jexas clan/Surv fl/{115

-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/ (512) 930-9389 fax www.texas-ls.com
TBPLS FIRM No. 10056200 GEOSCIENCE FIRM No. 50538

BEING 4.04 ACRES OF LAND, OUT OF THE P. J. WYCHO SURVEY, ABSTRACT NO. 659, WILLIAMSON COUNIY, TEXAS, THE T. V. COUPLAND SURVEY, ABSTRACT NO. 802, WILLIAMSON COUNIY, TEXAS, BEING A PORTION OF THAT TRACT CONVEYED TO WADE LAND PARTNERS, RECORDED AS DOCUMENT No. 2019015791, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNIY, TEXAS.

JOB NO: 181170
DRAWN: JRB
F.C.: PO

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	13°55'35"	1040.00'	253.09'	252.47'	N 20°19'55" E



Scale: 1" = 200'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAO 83 (93).

TRICIA WALLACE SOWERS, et vir
(15.50 ACRES)
DOC. #2019041109

N 82°49'57" E
(S 7° W 900.00')
45.43'

NO CAP

N 07°20'36" E
240.00'

POINT OF BEGINNING

C1

331.59'
S 07°20'36" W
(S 07°20'36" W 1689.21')
#2019015791

PAVED ROAD
COUNTY ROAD 459

WADE LAND PARTNERS
(99.03 ACRES)
DOC. #2019015791

4.04 ACRES
175,938 Sq.Ft.

N 27°18'13" E
1313.23'

S 27°18'13" W
1277.53'

1357.62'
S 07°20'36" W

APPROXIMATE LOCATION OF ABSTRACT LINE

P. J. WYCHO SURVEY
ABSTRACT NO. 659

T. V COUPLAND SURVEY
ABSTRACT NO. 802

LEGEND	
e	1/2" IRON ROD FOUND AS NOTED
O	1 2" IRON ROD SET
	RECORD INFORMATION

1/2" IRON RODS SHOWN AS SET ON THIS EXHIBIT WILL BE SET IN THE FIELD PRIOR TO THE RECORDING OF THE PROPOSED PLAT.

(N 62°47'19" W 2450.34')
#2019015791

N 62°47'19" W
25.00'

1" PIPE

(N 62°52'40" W 558.45')
#2019015791

463.45'
S 62°52'40" E

N 62°52'40" W
95.00'

COTTON SPINDLE FOUND

WAYNE E. SANDERS, ET UX
2008069 788
O.P.R.W.C.

THIS AREA DOES NOT APPEAR TO BE IN SPECIAL FLOOD HAZARD AREAS PER FEMA'S FLOOD INSURANCE RATE MAP #48491C0700E, DATED SEPT. 26, 2008, THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

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

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

STATE OF TEXAS
REGISTERED
KENNETH LOUIS CRIDER
5624
PROFESSIONAL
LAND SURVEYOR

Witness my hand and seal this the 1st Day of MAY, 2019 A.D.

@COPYRIGHT 2019 BY TEXAS LANO SURVEYING, INC. THIS SURVEY PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO LICENSE HAS BEEN CREATEO, EXPRESSED OR IHPLIED, TO COPY THE SURVEY EXCEPT AS NECESSARY IN CONJUNCT/ON WITH THE ORIGINAL TRANSACT/ON, WHICH SHALL TAKE PLACE WITHIN 90 DAYS OF THE COHPLETION OF THE SURVEY.

S:\2018 PROJECTS\181170 WYCHE PJ SVI (57.45 ac)\ 181170 NEW ROW EXHIBIT.dwg Aug 22, 2019 - 11:20 am james

Exhibit "B"

Eiben Point

DEED

County Road 459 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 **WADE LAND PARTNERS**, **a Texas Series Limited Liability Company**., 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, Donate 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 4.04-acre tract of land in the P.J. Wycho Survey, Abstract No. 659, Williamson County, Texas and the T.V. Coupland Survey, Abstract No. 802, Williamson County, Texas, being out of the remaining portion of that tract conveyed to Wade Land Partners, recorded in Document No. 2019015791 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

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 459.

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.

IN WITNESS WHEREOF, this instrument is executed on this the day of_____, 2019.

[signature pages follow]

GRANTOR:

WADE LAND PARTNERS,
a Texas Series Limited Liability Company

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the_____day of_____, 2019 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Eiben Point Real Estate Contract

Final Audit Report 2019-09-10

Created:	2019-09-10
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAav7xrrlZaNPGef9gR8wWk44sT81N3k9G

"Eiben Point Real Estate Contract" History

Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2019-09-10 - 4:33:14 PM GMT- IP address: 67.79.201.226

Document emailed to Stephen W. Freeman (stephen@freemanhomestx.com) for signature
2019-09-10 - 4:34:25 PM GMT

Email viewed by Stephen W. Freeman (stephen@freemanhomestx.com)
2019-09-10 - 5:08:34 PM GMT- IP address: 50.196.185.253

Document e-signed by Stephen W. Freeman (stephen@freemanhomestx.com)
Signature Date: 2019-09-10 - 5:42:04 PM GMT - Time Source: server- IP address: 50.196.185.253

Signed document emailed to Stephen W. Freeman (stephen@freemanhomestx.com) and Lisa Dworaczyk (lisad@scrrlaw.com)
2019-09-10 - 5:42:04 PM GMT

Commissioners Court - Regular Session **38.**

Meeting Date: 09/17/2019

Capital Improvement Programs Budget Transfers

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2015, 2017 and 2019 Capital Improvement Program Budget Transfer per the September 10, 2019 agenda item 71.

Background

This transfer is to re-class 2017 CIP expenditures in the amount of $7,334.27 to close out 2015 CIP and to approve the use of unallocated funds to assign to the new project Jail Hot Water Boiler & Softener P526.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CIP Allocation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	09/12/2019 11:27 AM
Form Started By: Emmeline Hawkins		Started On: 09/12/2019 08:54 AM
Final Approval Date: 09/12/2019		

2015-2019 CIP Program

P#	Project Description	Award	Amount
P508	SO - Lott Building Remodel	2015 CIP	(7,334.27)
P411	Jail Plumbing	2015 CIP	7,334.27
P452	Cedar Park Annex Building	2017 CIP	(510.00)
P411	Jail Plumbing	2017 CIP	510.00
P411	Jail Plumbing	2019 CIP	(7,844.27)
P508	SO - Lott Building Remodel	2019 CIP	7,334.27
P522	Infrastructure for Servers/Storage	2019 CIP	(22.05)
P507	2019 CIP Non-Departmental	2019 CIP	532.05
P507	2019 CIP Non-Departmental	2019 CIP	(750,000.00)
P526	Jail Boiler	2019 CIP	750,000.00

-

Commissioners Court - Regular Session **39.**

Meeting Date: 09/17/2019

2015 Certificates of Obligation

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move $130,000 from SO Training Center (P323) to EOC – Chiller (P525).

Background

This transfer will make the funds available per the September 10, 2019 discussion and approval of project budgets.

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	09/12/2019 11:30 AM
Form Started By: Emmeline Hawkins		Started On: 09/12/2019 08:56 AM
Final Approval Date: 09/12/2019		

Commissioners Court - Regular Session **40.**

Meeting Date: 09/17/2019

FY20 Capital Improvement Program

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

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 unallocated balances from the FY19 CIP projects total $1,306,247.59, 2013 Park Bonds unallocated total $557,752.02 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 construction, 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 a 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	09/12/2019 11:51 AM
Form Started By: Emmeline Hawkins		Started On: 09/12/2019 09:14 AM
Final Approval Date: 09/12/2019		

Summary of Cash End Projects as of September 17, 2019

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
			2017 CIP					
P411	JAIL PLUMBING	$ 2,529,893.68	$ 3,457,670.20	$ 2,827,516.18	$ 630,154.02	$ 3,457,670.20	$ -	
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	$ 46,746.62	$ 390,018.27	$ 64,246.62	$ 15,753.38	$ 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	$ 188,124.23	$ 650,000.00	$ 188,124.23	$ 46,678.15	$ 234,802.38	$ 415,197.62	
P470	SO EXPLOSIVES/AMMUNITION	$ -	$ 155,000.00	$ -	$ 155,000.00	$ 155,000.00	$ -	
P471	FLORENCE TOWER SITE	$ 1,738,640.25	$ 2,200,000.00	$ 1,753,977.71	$ 212,403.20	$ 1,966,380.91	$ 233,619.09	
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	$ 741,054.61	$ 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	$ -	$ 457,155.73	$ -	$ 150,695.20	$ 150,695.20	$ 306,460.53	
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	$ -	$ 1,306,247.59	$ -	$ -	$ -	$ 1,306,247.59	Unallocated
P508	SO - Lott Building Remodel	$ -	$ 14,334.27	$ -	$ -	$ -	$ 14,334.27	
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	$ 310,766.50	$ 650,000.00	$ 310,766.50	$ 275,466.31	$ 586,232.81	$ 63,767.19	
P521	Audio/Visual Updates Dist Crt	$ 491,090.66	$ 650,000.00	$ 491,090.66	$ 79,947.61	$ 571,038.27	$ 78,961.73	
P523	JP4 Technology Upgrade	$ 224,242.31	$ 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	
P526		$ -	$ 750,000.00	$ -	$ -	$ -	$ 750,000.00	
	Justice Center Remodel	$ -	$ 2,250,000.00	$ -	$ -	$ -	$ 2,250,000.00	
		$ 8,590,695.33	$ 28,202,059.28	$ 8,996,624.00	$ 4,393,762.20	$ 13,390,386.20	$ 14,811,673.08	

2013 Park Bond as of September 17, 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	$ 4,778,372.08	$ 5,253,235.79	$ 10,031,607.87	$ 1,257,844.13	
P316	BLACKLAND HERITAGE PHASE	$ 14,223.27	$ 14,223.27	$ 3,537.50	$ -	$ 3,537.50	$ 10,685.77	
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	$ 1,832,718.42	$ 2,114,443.12	$ 3,947,161.54	$ (768,900.30)	*Grant funds not reflected
P444	Park Land Acquisition	$ 3,353,185.09	$ 3,353,185.09	$ 2,021,620.10	$ -	$ 2,021,620.10	$ 1,331,564.99	
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	$ 1,254,489.17	$ 1,254,489.17	$ 621,737.15	$ -	$ 621,737.15	$ 632,752.02	Unallocated
				Closed Projects				
P207	TWIN LAKES OVERNIGHT CAM	$ 1,351,500.00	$ 1,351,500.00	$ 1,351,500.00	$ -	$ 1,351,500.00	$ -	
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	$ -	
				$ 24,231,002.57	$ 7,765,437.18	$ 31,996,439.75	$ 9,974,523.44	

2015 CO as of September 17, 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	$ 9,220,000.00	$ 9,220,000.00	$ 8,692,302.07	$ 22,802.51	$ 8,715,104.58	$ 504,895.42	
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	$ 17,251,254.42	$ 23,425.59	$ 17,274,680.01	$ 1,640.66	
P356	2015 CO NON-DEPARTMENTAL	$ 2,069,033.88	$ 2,069,033.88	$ 678,168.35	$ -	$ 678,168.35	$ 1,390,865.53	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	
P525	EOC - Chiller	$ -	$ 130,000.00	$ -	$ -	$ -	$ 130,000.00	
				Closed Projects				
P436	Granger Simulcast Upgrade	$ 1,900,000.00	$ 1,900,000.00	$ 1,900,000.00	$ -	$ 1,900,000.00	$ -	
				$ 57,124,722.88	$ 2,813,797.82	$ 59,938,520.70	$ 7,666,663.85	

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT	Total Cost	9/10/2019
			EMERGENCY SERVICES	**$ 9,739,074**	**$ 130,000**
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	
		2020	ESOC - Replace (1) Chiller	$ 130,000	$ 130,000
			INFORMATION TECHNOLOGY SERVICES	**$ 5,000,000**	**$ -**
0220	0503-19-0220	2025	ERP Purchase/Upgrade	$ 5,000,000	
			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	**$ 57,650,000**	**$ -**
0485	0509-18-0485	2018	New Space - New Administration Building	$ 30,000,000	
4016	0509-19-4016	2019	New Space - County Records Building	$ 5,000,000	

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT		Total Cost	9/10/2019
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		**$ 20,615,942**	**$ 750,000**
			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	$ 750,000
4083	1008-20-4083	2020	Jail - Hot Water System (needs to be replaced to include Water Softener)		$ 400,000	
4084	1008-20-4084	2020	Jail - Replace Flooring		$ 379,942	

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT	Total Cost	9/10/2019
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	
4090	1008-20-4090	2020	Jail - Remodel for PreTrial Services	$ 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	**$ 198,652,382**	**$ 880,000**

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 10, 2019

Available Funds to Allocate $ 13,156,247.59

Remaining Balance **$ 12,276,247.59**

Commissioners Court - Regular Session **41.**

Meeting Date: 09/17/2019

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	09/12/2019 11:58 AM
Form Started By: Charlie Crossfield		Started On: 09/12/2019 11:05 AM
Final Approval Date: 09/12/2019		

Commissioners Court - Regular Session **42.**

Meeting Date: 09/17/2019

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
i) Project Woods

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	09/12/2019 11:59 AM
Form Started By: Charlie Crossfield		Started On: 09/12/2019 11:06 AM
Final Approval Date: 09/12/2019		