

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**December 10, 2019**  
**9:30 A.M.**

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners 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 – 42 )

4. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0553-001109	Const Pct 3/Cell Phone Stipend	\$6,000
To	0100-0553-004209	Constable Pct #3/Cell Phone	\$6,000

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Juvenile/Professional Services	\$1,830
To	0100.0576.004500	Juvenile/Maintenance Contract	\$1,830

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0409-004998	Non Dept/Contingencies	\$32,800
To	0100-0409-004711	Non Dept/Tax Appraisal Dist	\$32,800

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

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0200-0210-005003	R&B/Equipment > \$5,000	\$3,515.00
To	0200-0210-004711	R&B/Tax Appraisal District	\$3,515.00

8. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 11/01/2019 through 11/30/2019.
9. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 11/1//2019 through 11/30/2019.
10. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Ford F150, one (1) Ford E350 utility body, one (1) Ford Escape, one (1) Chevy Silverado, two (2) Chevy Tahoes, and one (1) Ennis utility trailer, pursuant to Tx. Local Gov't Code 263.152.
11. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 11/1/2019 through 11/30/2019.
12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, October 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
13. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
14. Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY19 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.
15. Discuss, consider and take appropriate action on authorizing the extension of contract 1604-070, renewal option period 1, for the same pricing, terms and conditions as the existing contract for Employee Assistance Services covering the term of January 1, 2020 - December 31, 2020 with Deer Oaks EAP Services.
16. Discuss, consider and take appropriate action on authorizing the extension of contract 1604-069, renewal option period 1, for the same pricing, terms and conditions as the existing contract, with Homes Murphy & Associates, LLC. as the Health Related Benefits Broker and Consultant for the term of January 1, 2020 - December 31, 2020.
17. Discuss, consider and take appropriate action on an Agreement with the Central Texas Regional Mobility Authority Regarding Off-Duty Contracting of County Constable Deputies.



18. Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Explorer program from the Explorer Cadets in the amount of \$130.00 pursuant to Tex. Loc. Gov't Code 81.032.
19. Discuss, consider and take appropriate action on approving the agreement between Schindler Elevator Corporation and Williamson County for Elevator Maintenance in the amount of \$3,060 per year and authorizing execution of the agreement.
20. Discuss, consider and take appropriate action on approving the agreement between Hobart Service and Williamson County for dishwasher maintenance services in the amount of \$995 per year, and authorizing execution of the agreement.
21. Discuss, consider and take appropriate action on approving agreement and proposal with LMC Corporation in the amount of \$149,888.47 for the construction of an addition to the EMS Medic 11 building as per BuyBoard contract #520-16 and authorizing the execution of the related documents. Project funding source is P-512.
22. Discuss, consider and take appropriate action on awarding RFP 1919, for Armored Courier Services to the overall best respondent, Garda World, Inc and authorizing execution of the agreement.
23. Discuss, consider and take appropriate action on rejecting the one submittal received for RFQ #2281 Williamson County Child Advocacy Center New Building Design and authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Williamson County Child Advocacy Center New Building Design under RFQ #2832. Funding Source is P530.
24. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Civil/Electrical Work at Sheriff's Office Gun Range under RFCSP #2814. Funding source is P470.
25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Fire and Safety Inspection, Testing and Maintenance Services, under RFP 2855.
26. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Bold Sundown Milling and Inlay under IFB 2841.
27. Discuss, consider and take appropriate action on exempting Chemical Container, INC from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Multi-Purpose Spray Body Truck Components.
28. Discuss, consider, and take appropriate action on approving the proposal for a Ford F-550 Cab and Chassis with Multi-Purpose Spray Body from Silsbee Ford in the amount of \$107,702.08 pursuant to GoodBuy Contract 19-8F000 Vehicles, and authorizing the purchase.
29. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for a general engineering project management and consultation for administration and oversight of Park Bond projects and Capital Improvement Projects related to parks.

30. Discuss, consider and take appropriate action on the Jail Renovations Project, P411, Change Order #3 from JT Vaughn Construction in the amount of \$27,285.00 to approve additional electrical scopes of work. This change order is being funded by the Project Contingency and 0100.1008.005300.
31. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #69 in the amount of \$10,092.00 to approve funding from within the existing contract for additional exterior masonry, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Construction Manager's Contingency.
32. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #70 in the amount of \$27,456.00 to approve funding from within the existing contract for additional trim, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Construction Manager's Contingency.
33. Discuss, consider and take appropriate action on awarding RFCSP #2124 Inner Loop Annex & Radio Shop Building Renovations to the overall best value respondent JT Vaughn Construction LLC. and authorizing execution of the agreement. Funding source is P434.
34. Discuss, consider and take appropriate action on Work Authorization #1 in the amount of \$26,500.00 to expire on April 30, 2020 under Williamson County Contract for Engineering Services between Wiss, Janney, Elstner Associates, Inc. and Williamson County dated November 19, 2019 for Parking Garage Assessment, P524.
35. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of -\$12,206.29 for Lakeline Right Turn Lane (M.A. Smith Contracting), a Road Bond project in Commissioner Pct. 2. P:331 Funding Source: Road Bond
36. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of -\$2,050.00 for Lakeline Right Turn Lane (M.A. Smith Contracting), a Road Bond project in Commissioner Pct. 2. P:331 Funding Source: Road Bond
37. Discuss, consider and take appropriate action on authorizing the extension of contract 1711-203, renewal option period 2, for the same pricing, terms and conditions as the existing contract for Striping covering the term of December 19, 2019 - December 18, 2020 with DIJ Construction, Inc.
38. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1811-276, in the amount of \$19,321.62 for Walburg Heights Reconstruction.
39. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1902-294, in the amount of \$353.67 for CR 314 Widening at Igo Elementary School.
40. Discuss, consider and take appropriate action authorizing the County Judge to execute a real estate contract with Dennis Lynn Davidson for right of way needed on the Corridor C (SH 29 Bypass) project. (Parcel 12). Funding: Road Bonds P459
41. Discuss, consider and take appropriate action authorizing the County Judge to execute a real estate contract and an Agreement Regarding the Option to Purchase Waterline Easement with Marta C. Avery Exempt Trust for right of way and easements needed on the CR 111 (Westinghouse Rd.) Project. (Parcel 31). Funding: Road Bonds P249

42. Discuss, consider and take appropriate action on approval of the preliminary plat for the Big Sky Vistas subdivision – Precinct 4.

## REGULAR AGENDA

43. Hear an overview by Julie Parsley, the CEO of Pedernales Electric Cooperative, Inc., regarding PEC statistics and local operations.
44. Discuss, consider, and take appropriate action on the reappointment of Gary Boyd as the Williamson County Representative to the CAPCOG Clean Air Coalition Advisory Committee (CACAC) and Shelbi Davis as the Williamson County CACAC proxy effective January 1, 2020 through December 31, 2021.
45. Discuss, consider and take appropriate action on Williamson County charging for dispatch services provided by Emergency Communications and Technology Services for a non-Williamson County entities.
46. Discuss, consider, and take any appropriate action regarding the approval of the early voting polling locations and voting hours for the 2020 Republican Party and Democratic Party Primary Elections to be held March 3, 2020.
47. Discuss, consider and take appropriate action on approving the position classifications list for Salary Study Cycle 3A.
48. Discuss, consider, and take appropriate action on additional salary dollars for PCN 0036, 0038, and 0039.
49. Discuss, consider, and take appropriate action on a proposed reorganization within Emergency Services by moving Wireless Communications within Emergency Communications.
50. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

### Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$190.00

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

### Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$190.00

52. Discuss, consider and take appropriate action on approving an agreement with J T. Vaughn Construction, LLC for Replacement of Water Softeners and Boilers in the Williamson County Jail in the amount of \$489,679.00 per Choice Partners contract #15/041 JN-16 and authorizing execution of related documents. Project funding source is P-526.
53. Receive updates on the Department of Infrastructure projects and issues.
54. Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$569,652.38 from Hike & Bike Trail Pct 2 (P447) to River Ranch County Park Phase 2 (P315).
55. 10:00 am Conduct public hearing relating to a request from Facilities to increase the budgeted salary amount for the position of County Architect, position #1919 and discuss (1) the reason for the payment in excess of the budgeted amount is being offered to the potential employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.
56. Discuss, consider and take appropriate action on additional funding for PCN1919, County Architect.
57. Discuss, consider and take appropriate action on a line item transfer for Facilities.

#### Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$15,501.80
To	0100-0509-001100	Facilities/FT Salary	\$12,687.67
To	0100-0509-002010	Facilities/FICA	\$970.61
To	0100-0509-002020	Facilities/Retirement	\$1,843.52

#### EXECUTIVE SESSION

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

58. Discuss 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 SE Loop.
- 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.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- 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

- 59.** 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
- 60.** 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court,

Western District of Texas, Austin Division

f) 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.

g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

h) 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.

i) 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

j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.

k) Valerie Adams - EEOC Charge No. 450-2018-03807

l) 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.

m) 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.

n) BANGL Pipeline Project

o) 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

p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas

q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927

r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.

s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

t) Civil Action No. A19CV1110RP; Adam Reposa v. Robert Chody et. al, In the United States District Court for the Western District of Texas.

u) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

- 61.** 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)

- 62.** Discuss and take appropriate action concerning economic development.
- 63.** Discuss and take appropriate action concerning real estate.
- 64.** 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - f) 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.
  - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

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j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.

k) Valerie Adams - EEOC Charge No. 450-2018-03807

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m) 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.

n) BANGL Pipeline Project

o) 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

p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas

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s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

t) Civil Action No. A19CV1110RP; Adam Reposa v. Robert Chody et. al, In the United States District Court for the Western District of Texas.

u) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

65. 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.
66. 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 6th day of December, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****4.****Meeting Date:** 12/10/2019

LINE ITEM TRANSFER

**Submitted By:** Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

**Background**

Transition from monthly cell phone stipend to county issued phones for law enforcement staff.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0553-001109	Const Pct 3/Cell Phone Stipend	\$6,000
To	0100-0553-004209	Constable Pct #3/Cell Phone	\$6,000

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**Attachments**Cell Phone Fee

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Theresa Lock

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

11/25/2019 01:59 PM

12/04/2019 11:11 AM

Started On: 11/22/2019 10:21 AM



## Kevin Stofle

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**From:** Snodgrass, Jeff <jeffrey.snodgrass@verizonwireless.com>  
**Sent:** Tuesday, October 15, 2019 5:47 PM  
**To:** Kevin Stofle  
**Subject:** Re: [E] Cellular phones for Williamson County Constable Pct. 3

Good afternoon Kevin,

The Unlimited plan plan is \$65 per line. You however fall under our "public safety" umbrella so the plans would be \$39.99 Unlimited Voice, Data and Text with No throttle limit on the data. You would also receive Mobile Broadband Priority and Eligible for Wireless Priority service at no additional charge.

You can choose from either android or iOs, however, the other WILCO Constables as well as the Sheriff's Deputies have gone with the iPhone at \$0 charge per device and \$25.99 for the OtterBox Symmetry cases. I would recommend staying with the same platform across your officers for easy management but not required. The Samsung S9 is currently \$0 charge as well as the iPhone 8. We are also offering a \$50 per line credit on your bill for each line activated.

The time it takes to receive the phones would depend on a few factors like do you currently have a Verizon Account? If no it would take 48 hours to build the account profile once the paperwork was received and the account built it would be next day shipping as long as the devices were in stock. If you do have an account we can get that sent asap.

-Jeff

On Mon, Oct 14, 2019 at 5:23 PM Kevin Stofle <[kstofle@wilco.org](mailto:kstofle@wilco.org)> wrote:

I need to acquire 12 phones for my office, but I have the following questions:

- What is the monthly cost for the phone?
- What is the monthly cost for unlimited cellular and data?
- Is there a discount if I pay for an entire year of service up front?
- Can the deputies choose between an iPhone or Android?
- How much time will it take to get the phones?

Thanks,

*Kevin Stofle*

Kevin Stofle

Constable, Precinct 3

**Commissioners Court - Regular Session****5.****Meeting Date:** 12/10/2019

Budget Line Item Transfer for Juvenile Services

**Submitted By:** Denise Carlson, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

Juvenile Services is requesting a line item transfer of \$1,830.00 from Professional Services to Maintenance Contracts to cover one year of service and maintenance for our Guard One timing and tracking system. Due to an oversight during the budget process, no funding was requested for this expense in the Maintenance Contract budget line, this transfer would correct this issue.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Juvenile/Professional Services	\$1,830
To	0100.0576.004500	Juvenile/Maintenance Contract	\$1,830

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

12/04/2019 10:58 AM

12/04/2019 11:13 AM

Started On: 12/03/2019 09:58 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 12/10/2019

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

Based on estimates sent to us by Williamson Central Appraisal District earlier this summer, the amount budgeted for the Tax Appraisal District was \$1,675,961. The actual summary of revenue received early December show a slight increase of \$32,800 to an annual amount of \$1,708,761. This transfer will cover the delta.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$32,800
To	0100-0409-004711	Non Dept/Tax Appraisal Dist	\$32,800

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:06 AM

Started On: 12/03/2019 10:33 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 12/10/2019

Line Item Transfer

**Submitted For:** Terron Evertson**Submitted By:** Kelly Murphy, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

This transfer is at the request of the Auditor's Office and is necessary in order to fulfill tax appraisal district obligations.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-005003	R&B/Equipment > \$5,000	\$3,515.00
To	0200-0210-004711	R&B/Tax Appraisal District	\$3,515.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

12/04/2019 11:20 AM

12/04/2019 11:26 AM

Started On: 12/03/2019 11:21 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 12/10/2019

Assets for Auction - November 2019 Monthly Report

**Submitted For:** Randy Barker**Submitted By:** Randy Barker, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 11/01/2019 through 11/30/2019.

**Background**

Please see attached list for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Assets for Auction - November 2019

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Randy Barker  
Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 10:36 AM  
12/05/2019 10:38 AM  
Started On: 11/12/2019 11:23 AM

"November 2019

**MONTHLY REPORT**

**Court Date:**

**12/10/2019**

**Williamson County - Assets for Auction**

**Agenda #:**

**23158**

Item	Serial Number	Quantity	Dept.
Dell OptiPlex 7020 - Wilco #4352	F11RR52	1	C C at Law 4
Chair		1	C C at Law 4
Desk		1	County Attorney
Desk		1	County Attorney
Burgundy Chairs		2	County Attorney
Polycom Soundstation duo conference phone		3	County Attorney
Blue Desk Chair		1	County Attorney
Pro Image XL 3000 Poster maker w/2 rolls of paper	91203360	1	County Attorney
Conference Room chairs on wheels		7	County Auditor
Dell OptiPlex 9020	2D60942	1	County Judge
Dell OptiPlex 7020	9DWY182	1	County Judge
HP LaserJet 4250n	CNRXR35048	1	County Judge
Dell Monitors	See Attached List	5	County Judge
White Board in Cabinet		1	County Judge
Desk Chair		1	County Judge
Area Rug		1	County Judge
Dell OptiPlex 7040	See Attached List	13	EMS
Dell OptiPlex 7020	See Attached List	3	EMS
Dell OptiPlex 7010	37FH2H02	1	EMS
Dell OptiPlex 790	See Attached List	4	EMS
Dell OptiPlex 3020	H671Z12	1	EMS
2012 Panasonic CF 19 Toughbook	2CKYA35973	1	EMS
2014 Panasonic CF 19 Toughbook	4LKYA12286, 4LKYA12348	2	EMS
2013 Panasonic CF 19 Toughbook	3EKYB26327	1	EMS
OptiPlex 990 - Asset Tag 9070	1C3B1R1	1	HazMat
Box of Misc. Cables, Adapters, etc		1	HazMat
Box of Misc. Desk Accessories		1	HazMat
UPS 2650	76VHJ31	1	Information Services
UPS 1920W	See Attached List	4	Information Services
APC Battery Backup 3000RM & 2 APC 1500 UPS	See Attached List	3	Information Services
IBM Type 9131-52A Server	06-4D96G	1	Information Services
Power Edge 1900	52CRTF-1	1	Information Services
Power Edge R520	9WYVHX1	1	Information Services
Power Edge R520	BJQNZ12	1	Information Services
Power Edge R420	8764JO2	1	Information Services
Power Edge R620	HLFFX1	1	Information Services
Power Vault TL-2000	CGNB7X1	1	Information Services
Brother Printer	UG3080G4N769072	1	JP #3
HP LaserJet 4015N Printer	CNDY820765	1	JP #3
HP LaserJet M551N Printer	CNBCD300Y2	1	JP #3
HP LaserJet M551N Printer	CNCCF1J1VS	1	JP #3
HP LaserJet M551N Printer	CNBCD300XZ	1	JP #3
HP LaserJet M551N Printer	CNBCD300XY	1	JP #3
Office Chairs		21	JP #4

Black 4 Drawer Filing Cabinet	11524	1	Juvenile Services
L Shaped Desk Metal/Wood		1	Magistrate Office
Grey Cloth Chair		1	Magistrate Office
Black Leather Chairs		2	Magistrate Office
Panasonic Toughbook CF 53JTL1Y1M #1752	3HTSA07975	1	Mobile Outreach
CF 53 Toughbook #7688 Wilco#1754	4HTYA31577	1	Mobile Outreach
CF 53 Toughbook #7415 Wilco#1762	4HTYAA31575	1	Mobile Outreach
Panasonic CF 53 Toughbook #7615	3HTSA08722	1	Mobile Outreach
Panasonic CF 53 Toughbook #7628 Wilco #1759	3HTSA08878	1	Mobile Outreach
Panasonic CF 53 Toughbook #7616 Wilco #1755	3HTSA08714	1	Mobile Outreach
Panasonic CF 53 Toughbook Wilco #1758	2FTYA01338	1	Mobile Outreach
Panasonic CF 53 Toughbook #7416 Wilco #1749	4HTYA3581	1	Mobile Outreach
Havis Computer Tray	W1068327	1	Mobile Outreach
Havis Computer Tray	0813-P410-8859	1	Mobile Outreach
Havis Computer Tray	27639-0002	1	Mobile Outreach
Havis Computer Tray	0813-P410-8860	1	Mobile Outreach
Ledco Computer Tray	P19100059	1	Mobile Outreach
Havis Computer Tray	27639-0003	1	Mobile Outreach
Computer Tray		1	Mobile Outreach
Dell 1409X DLP Projector	CX3CNG1	1	RCS
Dell OptiPlex 7010	GRMGM02	1	RCS
Panasonic CF-31 Toughbook - PO2154	0LKYA37929	1	Sheriff's Office
Panasonic CF-31 Toughbook - PO2161	0LKYA38028	1	Sheriff's Office
Panasonic CF-31 Toughbook - P02305	3CTYB33100	1	Sheriff's Office
Panasonic CF-31 Toughbook - P02266	3ATYB20276	1	Sheriff's Office
Black Desk Chair - damaged		1	Sheriff's Office
Office Refrigerator		1	Sheriff's Office
Dell 2330dn Printer	BS1QSG1	1	Unified Road Systems
HP Officejet Pro 6978 Printer	TH71A632MF	1	Unified Road Systems
Epson Stylus C88+ Printer	JKDY447325	1	Unified Road Systems
HP Officejet 8600	CN35BBXHQ4	1	Unified Road Systems
Dell OptiPlex 7020 SFF BTX	FHSYN22	1	Wireless Comm.
Dell OptiPlex 7020 SFF BTX	FHYn22	1	Wireless Comm.

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 13-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7020 - Wilco#4352
1. Manufacturer ID #:	F11RR52
1. Oracle Asset #:	130320
1. Condition of Assets:	Unknown
Transferor Department:	County Court at Law 4
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	Sharrion Threadgill Old Computer for Auction
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Sharrion Threadgill 11/13/2019 5:03 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019
Agenda Item:	23158



# Asset Status Change

Title:	i:0#.f[membership tmcminn@wilco.org - 15-10-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	chair
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferor Department:	County Court at Law 4
Transferor Contact Person:	Thomas McMinn
Transferor Contact Phone Number:	943-1682
Transferor Comments:	The chair is located in our jury room and we no longer have room for it.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Sharrion Threadgill 11/4/2019 10:38 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership slloyd@wilco.org - 01-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	desk
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	desk
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	bugundy chair
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Polycom Soundstation duo conference phone
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	blue desk chair
5. Condition of Assets	Working
Transferor Department:	County Attorney
Transferor Contact Person:	Stephanie Lloyd
Transferor Contact Phone Number:	943-1116
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 11/1/2019 10:52 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership slloyd@wilco.org - 03-12-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Pro Image XL 3000 poster maker w/2 rolls of paper
1. Manufacturer ID #:	s/n: 91203360
1. Oracle Asset #:	S/N NOT FOUND
1. Condition of Assets:	Working
Transferor Department:	County Attorney
Transferor Contact Person:	Stephanie Lloyd
Transferor Contact Phone Number:	943-1116
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 12/3/2019 8:15 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✘
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership]jalynmorris@wilco.org - 04-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Conference room chairs on wheels
1. Condition of Assets:	Working
Transferor Department:	County Auditor
Transferor Contact Person:	Jalyn Morris
Transferor Contact Phone Number:	943-1572
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Jalyn Morris 11/4/2019 11:55 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership aschiele@wilco.org - 07-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	White Board in Cabinet
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Desk Chair
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Area Rug
3. Condition of Assets:	Working
Transferor Department:	County Judge
Transferor Contact Person:	Andrea Schiele
Transferor Contact Phone Number:	512-943-1550
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Andrea Schiele 11/7/2019 10:42 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f membership aschiele@wilco.org - 07-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 9020
1. Manufacturer ID #:	2D60942
1. Oracle Asset #:	119285
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7020
2. Manufacturer ID #:	9DWY182
2. Oracle Asset #:	148347
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP LaserJet 4250n
3. Manufacturer ID #:	CNRXR35048
3. Oracle Asset #:	44590
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	Dell Monitors
4. Condition of Assets:	Working
Transferor Department:	County Judge
Transferor Contact Person:	Andrea Schiele
Transferor Contact Phone Number:	512-943-1550
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Andrea Schiele 11/7/2019 10:37 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership]jjsbell@wilco.org - 30-10-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	13
1. Description:	DELL Optiplex 7040
1. Manufacturer ID #:	FZRPBB2, FN04182, FN01182, FMZ4182, FMZ5182, FN02182,FNO6182, FMZ3182,FN07182, 8ZRB8C2, FMZ6182, FN03182, FMZ2182
1. Oracle Asset #:	157394, 146334, 146331, 146327, 146328, 146332, 146336, 146326, 146330, 157392, 146329, 146333, 146325
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	DELL Optiplex 7020
2. Manufacturer ID #:	J8V0T52, J8V2T52, J8V1T52
2. Oracle Asset #:	135309, 135312, 135311
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL Optiplex 7010
3. Manufacturer ID #:	37F2H02
3. Oracle Asset #:	77384
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	DELL Optiplex 790
4. Manufacturer ID #:	4QH0YV1, 4QH1YV1, 4QH2YV1, 7D3TLS1
4. Oracle Asset #:	65162, 65167, 65164, 58107
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL Optiplex 3020
5. Manufacturer ID #	H671Z12
5. Oracle Asset #	92231
5. Condition of Assets	Unknown
Transferor Department:	Emergency Medical Services
Transferor Contact Person:	Jeffrey Isbell
Transferor Contact Phone Number:	512-943-1283
Transferor Comments:	Part of FY2019 refreshed PCs

# Asset Status Change

Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeffrey Isbell 10/30/2019 9:52 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019
Asset(s) delivered to warehouse on:	11/4/2019
Delivered to warehouse by:	Joshua Henderson



# Asset Status Change

Title:	i:0#.f[membership]jisbell@wilco.org - 30-10-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2012 Panasonic CF19 Toughbook
1. Manufacturer ID #:	2CKYA35973
1. Oracle Asset #:	s/n not found
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	2013 Panasonic CF19 Toughbook
2. Manufacturer ID #:	3EKYB26327
2. Oracle Asset #:	s/n not found
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	2014 Panasonic CF19 Toughbook
3. Manufacturer ID #:	4LKYA12286, 4LKYA12348
3. Oracle Asset #:	s/n's not found
3. Condition of Assets:	Working
Transferor Department:	Emergency Medical Services
Transferor Contact Person:	Jeffrey Isbell
Transferor Contact Phone Number:	512-943-1283
Transferor Comments:	FY2018 Refresh and FY2019 Refresh.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeffrey Isbell 10/30/2019 10:12 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019
Asset(s) delivered to warehouse on:	11/4/2019
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 04-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 990 - Asset Tag # 9070
1. Manufacturer ID #:	1C3B1R1
1. Oracle Asset #:	S/N NOT FOUND
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Box of Misc Cables, Adapters, etc.
2. Manufacturer ID #:	Misc
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Box of Misc Desk Accessories
3. Manufacturer ID #:	Misc
3. Condition of Assets:	Unknown
Transferor Department:	HazMat
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	Desktop and Misc - Marty Herrin's Office - cleanout
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Hank Jones 11/5/2019 8:54 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership sharon.graham@wilco.org - 22-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MONITOR RISER
1. Condition of Assets:	Working
2. Quantity (Mandatory):	1
2. Description:	DESK TOP SHELF
2. Condition of Assets:	Working
Transferor Department:	Human Resources
Transferor Contact Person:	Sharon Graham
Transferor Contact Phone Number:	512-943-1533
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Rebecca Clemons 11/22/2019 4:00 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 25-10-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	UPS 2650
1. Manufacturer ID #:	76VHJ31
1. Oracle Asset #:	37519
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	4
2. Description:	UPS 1920W
2. Manufacturer ID #:	DXM3TS1, 4YM3TS1, JRY3TS1, 1SY3TS1
2. Oracle Asset #:	60653, s/n not found, s/n not found, s/n not found
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	3
3. Description:	APC Battery Backup 3000RM and 2 APC 1500 UPS
3. Manufacturer ID #:	JS0641021529 - for 3000RM - no SN for smaller ones (1500)
3. Oracle Asset #:	s/n not found
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	IBM Type 9131-52A Server
4. Manufacturer ID #:	06-4D96G
4. Oracle Asset #:	43628
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Pwer Edge 1900
5. Manufacturer ID #	52CRTF1
5. Oracle Asset #	46168
5. Condition of Assets	Unknown
Transferor Department:	Information Systems
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	8 UPS and 1 IBM Server and 1 Dell Server - Rory and Chris Ball
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 11/4/2019 10:28 AM
Transferee - Elected Official/Department	✗

# Asset Status Change

Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 25-10-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Power Edge R520
1. Manufacturer ID #:	9WYVHX1
1. Oracle Asset #:	67985
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Power Edge R520
2. Manufacturer ID #:	BJQNZ12
2. Oracle Asset #:	93194
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Power Edge R420
3. Manufacturer ID #:	8764J02
3. Oracle Asset #:	80157
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Power Edge R620
4. Manufacturer ID #:	HLFXFX1
4. Oracle Asset #:	65815
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Power Vault TL-2000
5. Manufacturer ID #	CGNB7X1
5. Oracle Asset #	65965
5. Condition of Assets	Unknown
Transferor Department:	Information Systems
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	4 poweredge servers and 1 power vault tape backup system
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 11/4/2019 10:28 AM
Transferee - Elected Official/Department	✗

# Asset Status Change

Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership]jessica.tiedt@wilco.org - 15-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	21
1. Description:	Office Chairs
1. Condition of Assets:	Working
Transferor Department:	Justice of the Peace 4
Transferor Contact Person:	Jessica Tiedt
Transferor Contact Phone Number:	5123524112
Transferor Comments:	Old Office chairs of various models, red
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jessica Tiedt 11/15/2019 3:47 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158



# Asset Status Change

Title:	i:0#.f membership mperez@wilco.org - 26-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laserjet 4015N Printer
1. Manufacturer ID #:	CNDY820765
1. Oracle Asset #:	53988
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Laserjet M551N Printer
2. Manufacturer ID #:	CNBCD300Y2
2. Oracle Asset #:	58099
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP Laserjet M551N Printer
3. Manufacturer ID #:	CNCCF1J1VS
3. Oracle Asset #:	65616
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP Laserjet M551N Printer
4. Manufacturer ID #:	CNBCD300XZ
4. Oracle Asset #:	58092
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HP Laserjet M551N Printer
5. Manufacturer ID #	CNBCD300XY
5. Oracle Asset #	58091
5. Condition of Assets	Working
Transferor Department:	Justice of the Peace 3
Transferor Contact Person:	Mary Jane Perez
Transferor Contact Phone Number:	512-943-1507
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Mary Jane Perez 11/26/2019 1:59 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗

# Asset Status Change

Transferee - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership mperez@wilco.org - 26-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Brother Printer
1. Manufacturer ID #:	UG3080G4N769072
1. Oracle Asset #:	NO S/N FOUND
1. Condition of Assets:	Working
Transferor Department:	Justice of the Peace 3
Transferor Contact Person:	Mary Jane Perez
Transferor Contact Phone Number:	512-943-1507
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Mary Jane Perez 11/26/2019 2:01 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158`

# Asset Status Change

Title:	i:0#.f[membership]jmills@wilco.org - 17-10-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black 4 drawer filing cabinet
1. Manufacturer ID #:	County ID 11524
1. Condition of Assets:	Working
Transferor Department:	Juvenile Services
Transferor Contact Person:	Leisa Jones
Transferor Contact Phone Number:	512-943-3201
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ John Pelczar 11/4/2019 10:40 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership]jamie.west@wilco.org - 08-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	L SHAPED DESK METAL / WOOD
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	GREY CLOTH CHAIR
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	BLACK LEATHER CHAIRS
3. Condition of Assets:	Working
Transferor Department:	Magistrate Office
Transferor Contact Person:	Jamie West
Transferor Contact Phone Number:	512-943-1333
Transferor Comments:	Please come and pick up these iteams above. Thank you.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Roland Luna 11/13/2019 2:40 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158
Asset(s) delivered to warehouse on:	11/20/2019
Delivered to warehouse by:	Joshua Henderson

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 15-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF-53 Toughbook #7615
1. Manufacturer ID #:	3HTSA08722
1. Oracle Asset #:	71037
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic CF-53 Toughbook #7628 Wilco #1759
2. Manufacturer ID #:	3HTSA08878
2. Oracle Asset #:	71038
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic CF-53 Toughbook #7616 Wilco #1755
3. Manufacturer ID #:	3HTSA08714
3. Oracle Asset #:	71036
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Panasonic CF-53 Toughbook Wilco#1758
4. Manufacturer ID #:	2FTYA01338
4. Oracle Asset #:	62863
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Panasonic CF-53 Toughbook #7416 Wilco#1749
5. Manufacturer ID #	4HTYA31581
5. Oracle Asset #	S/N NOT FOUND
5. Condition of Assets	Unknown
Transferor Department:	Mobile Outreach
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	5 Toughbooks to Retire from MOT
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeanne Williby 11/15/2019 10:27 AM
Transferor - Elected Official/Department	✗

# Asset Status Change

Head/Authorized Staff Signature.:	
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership]jwilliby@wilco.org - 15-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Havis Computer Tray
1. Manufacturer ID #:	W1068327
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Havis Computer Tray
2. Manufacturer ID #:	0813-P410-8859
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Havis Computer Tray
3. Manufacturer ID #:	27639-0002
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Havis Computer Tray
4. Manufacturer ID #:	0813-P410-8860
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Ledco Computer Tray
5. Manufacturer ID #	P19100059
5. Condition of Assets	Working
Transferor Department:	Mobile Outreach
Transferor Contact Person:	Jeanne Williby
Transferor Contact Phone Number:	512-943-3588
Transferor Comments:	Replaced with new trays since staff received new computers.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeanne Williby 11/15/2019 11:26 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019



# Asset Status Change

Title:	i:0#.f[membership]jwilliby@wilco.org - 15-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Havis Computer Tray
1. Manufacturer ID #:	27639-0003
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Computer Tray
2. Manufacturer ID #:	no serial #
2. Condition of Assets:	Working
Transferor Department:	Mobile Outreach
Transferor Contact Person:	Jeanne Williby
Transferor Contact Phone Number:	512-943-3588
Transferor Comments:	Replaced with new trays. Staff received new computers.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeanne Williby 11/15/2019 11:29 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 13-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook - CF-53JTLLY1M #1752
1. Manufacturer ID #:	3HTSA07975
1. Oracle Asset #:	71035
1. Condition of Assets:	Unknown
Transferor Department:	Mobile Outreach
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	Toughbook to Auction - MOT
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeanne Williby 11/14/2019 8:46 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 15-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	CF-53 Toughbook #7688 Wilco#1754
1. Manufacturer ID #:	4HTYA31577
1. Oracle Asset #:	S/N NOT FOUND
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	CF-53 Toughbook #7415 Wilco#1762
2. Manufacturer ID #:	4HTYAA31575
2. Oracle Asset #:	S/N NOT FOUND
2. Condition of Assets:	Unknown
Transferor Department:	Mobile Outreach
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	2 CF-53 MOT Toughbooks
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jeanne Williby 11/15/2019 10:28 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership pswisher@wilco.org - 06-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 1409X DLP Projector
1. Manufacturer ID #:	CX3CNG1 / Asset # 52409
1. Oracle Asset #:	52409
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7010
2. Manufacturer ID #:	GRMGM02 / Asset # 83233
2. Oracle Asset #:	83233
2. Condition of Assets:	Working
Transferor Department:	RCS
Transferor Contact Person:	Paul Swisher
Transferor Contact Phone Number:	(512) 943-3695
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Thomas Piche 11/12/2019 2:41 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✓ Thomas Piche 11/12/2019 2:41 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 25-10-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF-31 Toughbook - P02154
1. Manufacturer ID #:	0LKYA37929
1. Oracle Asset #:	55951
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic CF-31 Toughbook - P02161
2. Manufacturer ID #:	0LKYA38028
2. Oracle Asset #:	55953
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic CF-31 Toughbook - P02266
3. Manufacturer ID #:	3ATYB20276
3. Oracle Asset #:	65246
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Panasonic CF-31 Toughbook - P02305
4. Manufacturer ID #:	3CTYB33100
4. Oracle Asset #:	65716
4. Condition of Assets:	Unknown
Transferor Department:	Sheriff's Office
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	4 Toughbooks - sending to Auction - cannot be upgraded to Win10
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tim Ryle 11/4/2019 11:45 AM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f membership cgripentrog@wilco.org - 20-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black Desk chair- damaged
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	office refridgerator
2. Condition of Assets:	Unknown
Transferor Department:	Sheriff's Office
Transferor Contact Person:	Craig Gripentrog
Transferor Contact Phone Number:	512-688-9083
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Kelli Bomer 11/25/2019 8:42 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/10/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 13-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 2330dn Printer
1. Manufacturer ID #:	BS1QSG1
1. Oracle Asset #:	s/n not found
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	HP OfficeJet Pro 6978 Printer
2. Manufacturer ID #:	TH71A632MF
2. Oracle Asset #:	s/n not found
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Epson Stylus C88+ Printer
3. Manufacturer ID #:	JKDY447325
3. Oracle Asset #:	s/n not found
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	HP OfficeJet 8600
4. Manufacturer ID #:	CN35BBXHQ4
4. Oracle Asset #:	s/n not found
4. Condition of Assets:	Unknown
Transferor Department:	Unified Road Systems
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	4 printers to Auction - URS
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Bob Daigh 11/13/2019 4:19 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019
Agenda Item:	23158

# Asset Status Change

Title:	i:0#.f membership pswisher@wilco.org - 06-11-2019
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7020 SFF BTX
1. Manufacturer ID #:	FHSYN22 / Asset # 114236
1. Oracle Asset #:	114236
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7020 SFF BTX
2. Manufacturer ID #:	FHYYN22 / Asset # 114237
2. Oracle Asset #:	114237
2. Condition of Assets:	Working
Transferor Department:	Wireless Communication
Transferor Contact Person:	Paul Swisher
Transferor Contact Phone Number:	(512) 943-3695
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Thomas Piche 11/12/2019 2:44 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✓ Thomas Piche 11/12/2019 2:44 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/3/2019
Agenda Item:	23158



**Commissioners Court - Regular Session****9.****Meeting Date:** 12/10/2019

Assets for Transfer - November 2019 Monthly Report

**Submitted For:** Randy Barker**Submitted By:** Randy Barker, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 11/1//2019 through 11/30/2019.

**Background**

Please see attached list for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Assets for Transfer - November 2019

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Randy Barker  
Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 10:22 AM  
12/05/2019 10:24 AM  
Started On: 11/12/2019 11:24 AM

November 2019

**MONTHLY REPORT**

**Court Date:**

**12/10/2019**

**Williamson County - Assets for Transfer**

**Agenda #:**

**23159**

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
File Cabinet - 4 drawer	n/a	1	Auction	CC at Law 2
Dell Optiplex 7050	7J4Z0Q2, 7J5T0Q2	2	Auction	ITS
Dell Latitude E6520	JY3Y5R1	1	Auction	URS

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 21-10-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	File Cabinet - 4 drawer
1. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✅ Tammy McCulley 11/4/2019 10:27 AM
Transferee Department	County Court at Law 2
Transferee Contact Person:	Kevin Kracht
Transferee Contact Phone Number:	512-943-1410
Transferee Comments:	file cabinet in Inner Loop WH - Tony Hill asked me to fill this out for CC2
Transferee - Elected Official/Department Head/Authorized Staff:	Laura Barker
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✅ Kevin Kracht 11/4/2019 10:48 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 25-10-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7050
1. Manufacturer ID #:	7J4Z0Q2
1. Oracle Asset #:	211932
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7050
2. Manufacturer ID #:	7J5T0Q2
2. Oracle Asset #:	211933
2. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	Transferring newer computers for spares for servicedesk
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 10/28/2019 9:27 AM
Transferee Department	Information Systems
Transferee Contact Person:	Julie Schultz
Transferee Contact Phone Number:	512-943-1450
Transferee - Elected Official/Department Head/Authorized Staff:	Tammy McCulley
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✓ Tammy McCulley 11/4/2019 10:30 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/3/2019

# Asset Status Change

Title:	i:0#.f[membership]julie.schultz@wilco.org - 09-10-2019
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6520 - Wilco #3163
1. Manufacturer ID #:	JY3Y5R1
1. Oracle Asset #:	57172
1. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor Comments:	Laptop for URS for use by intern
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 11/13/2019 1:47 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✘
Transferee Comments:	transfer from Auction to URS - for use by URS Intern
Transferee - Elected Official/Department Head/Authorized Staff:	Vicky Edwards
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✔ Bob Daigh 11/13/2019 2:08 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/10/2019
Agenda Item:	23159

**Commissioners Court - Regular Session****10.****Meeting Date:** 12/10/2019

VE Items for Auction

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Ford F150, one (1) Ford E350 utility body, one (1) Ford Escape, one (1) Chevy Silverado, two (2) Chevy Tahoes, and one (1) Ennis utility trailer, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see attached list for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

VE Assets for Auction 12.10.19

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/05/2019 10:45 AM

12/05/2019 10:46 AM

Started On: 11/20/2019 01:16 PM

## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	503 - Information Systems
County VIN/Serial Number	1FTPW12535FA37463
Equipment/Door Number	FB0516
License Plate	1137026
Year	2005
Make	Ford
Model	F150 Crew Cab
Comments (mileage, mechanical issues, other info)	126906 milage, needs new tires to pass inspection as well as a battery
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Tammy McCulley 11/4/2019 11:04 AM
<b>Department Transfer</b>	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/18/2019 9:51 AM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/18/2019 10:02 AM
<b>To be completed by Auditor's Office</b>	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/19/2019 3:30 PM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/19/2019 3:54 PM

Human Resources

Created by Williamson County Technology Services

## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	507 - RCS- Radio Communication Systems
County VIN/Serial Number	1FDWE35L88DA85072
Equipment/Door Number	RC0888
License Plate	1171394
Year	2008
Make	Ford
Model	E-350 Utility Body
Comments (mileage, mechanical issues, other info)	19,266 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Thomas Piche 11/8/2019 10:17 AM
<b>Department Transfer</b>	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/15/2019 1:03 PM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/22/2019 1:26 PM
<b>To be completed by Auditor's Office</b>	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/22/2019 2:19 PM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✓ Randy Barker 11/25/2019 2:15 PM

Human Resources

Created by Williamson County Technology Services



## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1FMCU0DG6AKC22309
Equipment/Door Number	SB1025
License Plate	BN8H103
Year	2010
Make	FORD
Model	Escape
Comments (mileage, mechanical issues, other info)	122,126 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/21/2019 1:28 PM
<b>Department Transfer</b>	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/18/2019 10:01 AM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/18/2019 10:44 AM
<b>To be completed by Auditor's Office</b>	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/20/2019 8:14 AM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✓ Mary Watson 11/20/2019 10:11 AM

Human Resources

Created by Williamson County Technology Services

## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	3GCPCE09BG210201
Equipment/Door Number	SB1121
License Plate	KDB5556
Year	2011
Make	Chevrolet
Model	Silverado
Comments (mileage, mechanical issues, other info)	136,155 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/21/2019 2:20 PM
<b>Department Transfer</b>	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/15/2019 1:21 PM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/22/2019 1:30 PM
<b>To be completed by Auditor's Office</b>	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/22/2019 2:23 PM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✓ Randy Barker 11/25/2019 2:28 PM

Human Resources

Created by Williamson County Technology Services

## Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC2GR307259
Equipment/Door Number	SB1632
License Plate	1309481
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	86,250 mi. vehicle a total loss after an accident on 4/10/19
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/20/2019 9:35 AM
<b>Department Transfer</b>	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Accident, not cost efficient to repair
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/20/2019 3:32 PM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/20/2019 3:56 PM
<b>To be completed by Auditor's Office</b>	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/21/2019 7:58 AM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✓ Randy Barker 11/25/2019 2:22 PM

Human Resources

Created by Williamson County Technology Services

County VIN/Serial Number	1GNLC2E08ER210834
Make	Chevrolet
License Plate	1183384
Year	2014
Model	Tahoe
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department:	
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Receiving Department Signature	
Receiving Department Signature Date	
Department Authorized Signer	Roy Fikac
Equipment/Door Number	SB1431
Elected official/Department Head/Authorized Staff Digital Signature	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Authorized Fleet Staff Digital Signature	
Comments (mileage, mechanical issues, other info)	113,830 mi.
Authorizing HR Employee Digital Signature	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	
Enter Agenda Date:	12/10/2019
Purchasing Department Signature Acknowledgement	
Budget Office Signature Acknowledgement	
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/19/2019 2:37 PM
Budget Office Signature Acknowledgement	✗
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 12/2/2019 9:39 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/22/2019 10:14 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 12/3/2019 9:03 AM
Receiving Department Signature	✗
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/2/2019 9:29 AM
VSC Review	In Progress
Department	560 - Sheriffs Office
Receiving Department	

Short VIN	0834
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
ID	287
Version	7.0
Attachments	True
Created	11/5/2019 1:21 PM
Created By	Micah Koite
Modified	12/3/2019 9:03 AM
Modified By	Mary Watson

## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1E9FU1622UE162010
Equipment/Door Number	0919
License Plate	9062362
Year	1997
Make	ENNIS
Model	UTILITY TRAILER
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 11/13/2019 3:09 PM
<b>Department Transfer</b>	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
<b>To be completed by Fleet Services Manager</b>	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/14/2019 8:37 AM
<b>To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations</b>	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/14/2019 8:51 AM
<b>To be completed by Auditor's Office</b>	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 11/14/2019 10:37 AM
<b>To be completed by Purchasing Department</b>	
Purchasing Department Signature Acknowledgement	✓ Randy Barker 11/14/2019 12:41 PM

Human Resources

Created by Williamson County Technology Services

**Commissioners Court - Regular Session****11.****Meeting Date:** 12/10/2019

Assets for Destruction - November 2019 Monthly Report

**Submitted For:** Randy Barker**Submitted By:** Randy Barker, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 11/1/2019 through 11/30/2019.

**Background**

Please see attached list for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Assets for Destruction - November 2019

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Randy Barker  
Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 10:12 AM  
12/05/2019 10:25 AM  
Started On: 11/25/2019 03:16 PM

"November 2019

## MONTHLY REPORT

**Court Date:**

12/10/2019

## Williamson County - Assets for Destruction

**Agenda #:**

**23276**

[illegible]



# Asset Status Change

Title:	i:0#.f[membership sharon.graham@wilco.org - 22-11-2019
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Conference Table
1. Condition of Assets:	Non-Working
Transferor Department:	Human Resources
Transferor Contact Person:	Sharon Graham
Transferor Contact Phone Number:	512-943-1533
Transferor Comments:	The table leg has broken off.
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Rebecca Clemons 11/22/2019 3:47 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	12/10/2019
Agenda Item:	23276

**Commissioners Court - Regular Session****12.****Meeting Date:** 12/10/2019

Justice of the Peace 4 October 2019 Monthly Report

**Submitted By:** Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**JP4 EOM OCT 2019

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 10:59 AM

Started On: 11/27/2019 12:25 PM

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

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

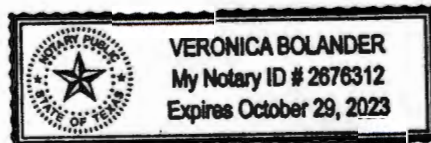
Before me, the undersigned authority, on this day personally appeared Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of October 2019.

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



On this 25th day of November 2019, to certify which witness my hand and seal of office.

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



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

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 10/01/2019-10/31/2019

Date Printed: 11/25/2019  
Time Printed: 8:12:23AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
COPIES	COPIES	2	10.50	10.50	10.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	76	1,750.00	1,750.00	125.00	1,250.00	0.00	0.00	375.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	241	1,362.00	1,362.00	48.00	1,200.00	0.00	0.00	114.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SER	116	7,420.00	7,420.00	630.00	5,110.00	0.00	0.00	1,680.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	6	150.00	150.00	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	21	105.00	105.00	10.00	85.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	21	3,150.00	3,150.00	300.00	2,550.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
CERTCOPIE	CERTIFIED COPIES	7	36.00	36.00	12.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	156	3,700.00	3,700.00	0.00	3,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	241	2,270.00	2,270.00	80.00	2,000.00	0.00	0.00	190.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSON	241	1,135.00	1,135.00	40.00	1,000.00	0.00	0.00	95.00	0.00	0.00	0.00	01-0399-0000-20835
MISC	MISCELLANIOUS FEE	1	10.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0355-0000-341100
OCC LICENSE	OCCUPATIONAL LICENSE	3	75.00	75.00	25.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	2	101.00	101.00	0.00	101.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
TCF	TRUANT CONDUCT FEE	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY C	TRUANCY CONTEMPT FI	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	4	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

<b>TOTALS SUMMARY</b>	1140	21,384.50	21,384.50	1,340.50	17,080.00	0.00	0.00	2,964.00	\$0.00	0.00	0.00	
Direct Deposit	\$0.00							HB2398		\$0.00		
Cash	\$1,340.50							CSR Credit		\$0.00		
Checks	\$17,080.00							Jail Credit		\$0.00		Post for Refund \$0.00
Money Orders	\$0.00							Non-Monetary		\$0.00		Over Payments \$0.00
Credit Cards :	\$2,964.00	Escrow Payments	\$0.00	Transaction Fee	\$0.00							
<b>TOTAL CURRENCY</b>	<b>\$21,384.50</b>	<b>ESCROW PAID</b>	<b>\$0.00</b>	<b>TRAN. FEES</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$0.00</b>	<b>TOTAL PAID</b>	<b>\$0.00</b>			

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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 10/01/2019-10/31/2019

Date Printed: 11/25/2019  
Time Printed: 8:12:23AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		101.00	0.00	0.00	0.00	0.00	101.00
0100-0000-341804		1,626.50	435.00	0.00	0.00	0.00	2,061.50
0100-0000-341904		8,590.00	1,980.00	0.00	0.00	0.00	10,570.00
0100-0000-351304		0.00	50.00	0.00	0.00	0.00	50.00
0100.0000.341804		3,725.00	50.00	0.00	0.00	0.00	3,775.00
0355-0000-341100		10.00	0.00	0.00	0.00	0.00	10.00
0399-0000-208822		1,248.00	114.00	0.00	0.00	0.00	1,362.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	2,080.00	190.00	0.00	0.00	0.00	2,270.00
01-0369-0000-341917	TRUANT CONDUCT FEE	0.00	50.00	0.00	0.00	0.00	50.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	1,040.00	95.00	0.00	0.00	0.00	1,135.00
<b>TOTALS :</b>		18,420.50	2,964.00	0.00	0.00	0.00	21,384.50



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

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 10/01/2019-10/31/2019

Date Printed: 11/25/2019  
Time Printed: 8:13:52AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	94	325.07	185.35	27.96	0.00	10.98	0.00	146.41	36.00	0.00	103.72	0100-0000-341804
AFDPS	DPS ARREST FEE	78	284.13	192.88	17.41	0.00	25.65	0.00	149.82	50.00	0.00	41.25	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	3	6.41	1.96	0.36	0.00	0.00	0.00	1.60	0.00	0.00	4.45	0399-0000-208400
CAF	COUNTY ARREST FEE	34	143.83	63.83	19.83	0.00	12.10	0.00	31.90	5.00	10.00	65.00	0100-0000-341804
CS	CHILD SAFETY	8	147.98	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	87.98	0100-0000-341804
CVC	CRIME VICTIMS FUND	3	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	0399-0000-208300
DIS	DISMISSAL FEE	2	20.00	20.00	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	43	4,067.22	969.32	127.75	0.00	44.84	0.00	796.73	356.40	0.00	2,741.50	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	42	300.75	283.43	33.45	0.00	77.72	0.00	172.26	0.00	0.00	17.32	0100-0000-341804
FINE	FINE	388	64,763.14	9,994.12	1,764.25	0.00	113.00	0.00	8,116.87	15,152.80	1,350.00	38,266.22	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	3	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	5	437.50	55.00	0.00	0.00	30.00	0.00	25.00	0.00	0.00	382.50	0100-0000-209600
TFC	TRAFFIC	124	248.15	187.91	21.21	0.00	28.39	0.00	138.31	17.97	0.00	42.27	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE I	8	29.42	20.47	1.90	0.00	0.00	0.00	18.57	3.95	0.00	5.00	0100-0000-341914
AFTHD	THRALL POLICE DEPART	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0100-0000-341804
AFTPD	TAYLOR POLICE DEPART	3	15.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0100-0000-341804
AWF	AUSTIN POLICE DEPART	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	2	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
BPDWF	BARTLETT POLICE DEPAI	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0100-0000-341804
C1W.	CONSTABLE 1 WARRANT	1	19.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.09	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	3	108.34	58.34	0.00	0.00	0.00	0.00	58.34	0.00	0.00	50.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	5	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	102	3,718.76	533.18	56.99	0.00	28.00	0.00	448.19	1,300.00	50.00	1,835.58	0100-0000-341914
CCC	CONSOLIDATED COURT C	262	7,661.49	3,791.29	581.04	0.00	390.21	0.00	2,820.04	1,159.60	120.00	2,590.60	0399-0000-208160
CERTCOPIE	CERTIFIED COPIES	2	4.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CHS	COURTHOUSE SECURITY	261	579.56	284.11	43.61	0.00	29.23	0.00	211.27	86.97	9.00	199.48	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	255	188.05	94.57	14.56	0.00	9.75	0.00	70.26	28.99	3.00	61.49	0361-0000-341154
CMI	CORRECTIONAL MANAG	2	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0399-0000-208730
COM	COMMITMENT	34	122.64	12.26	0.24	0.00	1.40	0.00	10.62	44.95	0.00	65.43	0100-0000-341804
CWF	WILLIAMSON COUNTY W	26	1,043.73	129.02	0.00	0.00	0.00	0.00	129.02	89.42	0.00	825.29	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	3	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0399-0000-208170
FNLC	FINE-LOCAL PORTION	1	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0100-0000-351304
FNTC	FINE-TRAUMA CENTER	1	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0399-0000-208720
HISDPD	HUTTO ISD POLICE DEPT	2	5.41	0.41	0.00	0.00	0.00	0.00	0.41	0.00	0.00	5.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	8	278.21	7.73	0.00	0.00	0.00	0.00	7.73	110.48	0.00	160.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	255	376.03	189.06	29.08	0.00	19.49	0.00	140.49	57.98	6.00	122.99	0399-0000-208703
JCD	JUVENILE CRIME & DELI	3	1.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.25	0399-0000-208180
JCM	JUVENILE CASE MANAGI	241	884.93	471.48	72.70	0.00	48.73	0.00	350.05	129.95	15.00	268.50	0103690000370000
JCTF	JUSTICE COURT TECHNO	260	768.87	378.94	58.16	0.00	38.98	0.00	281.80	115.96	12.00	261.97	0372-0000-341144
JRF	STATE JURY REIMBURSEI	255	752.11	378.18	58.16	0.00	38.98	0.00	281.04	115.96	12.00	245.97	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	255	1,128.08	567.18	87.22	0.00	58.47	0.00	421.49	173.94	18.00	368.96	0399-0000-208352
JURPAY	JUROR PAYMENT	1	48.60	48.60	0.00	0.00	0.00	0.00	48.60	0.00	0.00	0.00	0100-0454-004002
LHWF	LIBERTY HILL POLICE DE	3	23.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.28	0100-0000-341804
MV	STATE CIVIL JUSTICE DA	137	10.34	7.84	1.08	0.00	0.89	0.00	5.87	0.70	0.00	1.80	0399-0000-208415
OGW	OVER GROSS WEIGHT	2	250.00	250.00	0.00	0.00	150.00	0.00	100.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	37	137.64	12.26	0.24	0.00	1.40	0.00	10.62	59.95	0.00	65.43	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	4	156.20	6.20	0.00	0.00	0.00	0.00	6.20	100.00	0.00	50.00	0100-0000-341804
SJRF	STATE JURY REIMBURSEI	2	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	3	75.00	75.00	0.00	0.00	50.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FINE DUI	124	3,465.95	2,776.94	336.14	0.00	421.21	0.00	2,019.59	179.70	0.00	509.31	0399-0000-208426
SUB	SUBPOENA FEE	7	25.84	8.19	0.00	0.00	0.00	0.00	8.19	0.00	0.00	17.65	0100-0000-341914
SUM	SUMMONS FEE	26	117.65	1.25	0.24	0.00	0.00	0.00	1.01	35.00	0.00	81.40	0100-0000-341914

Detailed report has been sent to Auditor's Office.

CRIMINAL



FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
THWF	THRALL POLICE DEPART	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0100-0000-341804
TP	TIME PAYMENT	121	2,405.91	156.88	26.12	0.00	1.89	0.00	128.87	474.75	0.00	1,774.28	0399-0000-208860
TP-CO	TIME PAYMENT COUNTY	46	56.76	27.76	14.46	0.00	2.05	0.00	11.25	2.50	7.50	19.00	01-0100-000-342860
TPDF	TRUANCY PREVENTION	220	322.17	187.10	29.08	0.00	19.49	0.00	138.53	45.58	6.00	83.49	01-0399-0000-20803
TP-ST	TIME PAYMENT STATE	46	283.75	138.75	72.24	0.00	10.25	0.00	56.26	12.50	37.50	95.00	0399-0000-208860
TWF	TAYLOR POLICE DEPART	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY		3864	45,403.79	23,570.79	3,509.48	1,000.00	1,663.10	0.00	17,398.21	\$20,177.00	1,656.00	52,184.45
Direct Deposit		\$0.00							HB2398		\$0.00	
Cash		\$3,509.48							CSR Credit	\$1,656.00		Post for Refund \$0.00
Checks		\$1,000.00							Jail Credit	\$20,177.00		Over Payments \$0.00
Money Orders		\$1,663.10							Non-Monetary	\$52,184.45		
Credit Cards :		\$17,398.21	Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY		\$23,570.79	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$74,017.45	TOTAL PAID	\$0.00		

Detailed report has been sent to Auditor's Office.

CRIMINAL



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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 10/01/2019-10/31/2019

Date Printed: 11/25/2019  
Time Printed: 8:13:52AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERSDIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		1,000.00	0.00	0.00	0.00	1,000.00
0100-0000-209600		30.00	25.00	382.50	0.00	437.50
0100-0000-209700		0.00	0.00	0.00	0.00	0.00
0100-0000-341804		298.92	688.48	2,314.49	0.00	3,301.89
0100-0000-341904		0.00	0.00	20.00	0.00	20.00
0100-0000-341911		0.00	0.00	19.09	0.00	19.09
0100-0000-341913		0.00	58.34	50.00	0.00	108.34
0100-0000-341914		87.13	475.96	3,558.58	0.00	4,121.67
0100-0000-351304		1,877.25	8,116.87	54,869.02	0.00	64,863.14
0360-0000-341150		72.84	211.27	295.45	0.00	579.56
0361-0000-341154		24.31	70.26	93.48	0.00	188.05
0372-0000-341144		97.14	281.80	389.93	0.00	768.87
0399-0000-208160		971.25	2,820.04	3,870.20	0.00	7,661.49
0399-0000-208170		0.00	0.00	15.00	0.00	15.00
0399-0000-208180		0.00	0.00	1.25	0.00	1.25
0399-0000-208235		97.14	281.04	381.93	0.00	760.11
0399-0000-208300		0.00	0.00	45.00	0.00	45.00
0399-0000-208352		145.69	421.49	560.90	0.00	1,128.08
0399-0000-208400		43.42	151.42	95.70	0.00	290.54
0399-0000-208425	STATE TRAFFIC FEE	104.62	429.45	471.90	0.00	1,005.97
0399-0000-208500		0.00	0.00	6.00	0.00	6.00
0399-0000-208720		0.00	0.00	100.00	0.00	100.00
0399-0000-208730		0.00	0.00	1.00	0.00	1.00
0399-0000-208850		150.00	100.00	0.00	0.00	250.00
0399-0000-208860		110.50	185.13	2,394.03	0.00	2,689.66
0399.0000.208703		48.57	140.49	186.97	0.00	376.03
0399-0000-208415		1.97	5.87	2.50	0.00	10.34
01.0100.0000.207017	DLQ FEE	172.59	796.73	3,097.90	0.00	4,067.22
0103690000370000	JUVENILE CASE MANAGER FUND	121.43	350.05	413.45	0.00	884.93
0100-0454-004002	JUROR PAYMENT	0.00	48.60	0.00	0.00	48.60
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	48.57	138.53	135.07	0.00	322.17
01-0100-000-342860	TIME PAYMENT COUNTY	16.51	11.25	29.00	0.00	56.76
0399-0000-208426	STATE TRAFFIC FINE DUE TO STATE	652.73	1,590.14	217.11	0.00	2,459.98
<b>TOTALS :</b>		6,172.58	17,398.21	74,017.45	0.00	97,588.24

**Commissioners Court - Regular Session****13.****Meeting Date:** 12/10/2019

Compensation Items

**Submitted By:** Sharon Graham, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Merit Report](#)[Merit LIT](#)[Position Changes](#)

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**Form Review****Inbox**

Human Resources (Originator)  
County Judge Exec Asst.  
Form Started By: Sharon Graham  
Final Approval Date: 12/05/2019

**Reviewed By**

Rebecca Clemons  
Andrea Schiele

**Date**

12/05/2019 09:55 AM  
12/05/2019 10:07 AM  
Started On: 12/05/2019 09:49 AM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Unified Road Systems	Operator I.1572.001100.Y	15139	\$35,500.00	\$1,420.00	4.00	\$36,920.00	MERIT	13-Dec-19
Unified Road Systems	Operator I.1510.001100.	15124	\$35,500.00	\$1,420.00	4.00	\$36,920.00	MERIT	13-Dec-19
Unified Road Systems	Operator I R&B.1669.001100.	15125	\$35,500.00	\$1,420.00	4.00	\$36,920.00	MERIT	13-Dec-19

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0200	0210	001100	4,260.00	
01	0200	0210	001130		4,260.00

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
210: Road and Bridge	1879	vacant	n/a	n/a	\$58,832.54	\$64,450.00		\$5,617.46	Reallocation of position budget to accommodate external hire / surplus funds from PCNs 1507 and 1510	12/13/2019
210: Road and Bridge	1507	n/a	n/a	n/a	\$61,270.82	\$57,000.06	\$4,270.76		Reallocation of surplus funds to PCN 1879 to fund external hire	12/13/2019
210: Road and Bridge	1510	n/a	n/a	n/a	\$36,934.20	\$35,587.50	\$1,346.70		Reallocation of surplus funds to PCN 1879 to fund external hire	12/13/2019
560: Sheriff Office	1406	vacant	n/a	n/a	\$71,519.23	\$78,962.77		\$7,443.54	Reallocation of position budget to accommodate internal promotion / surplus funds from PCN 1251	12/13/2019
560: Sheriff Office	1251	n/a	n/a	n/a	\$93,705.77	\$86,262.23	\$7,443.54		Reallocation of surplus funds to PCN 1406 to fund internal promotion	12/13/2019

\* Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****14.****Meeting Date:** 12/10/2019

FY19 Statement of Financial Position for Adult Probation

**Submitted For:** Melissa Ramos**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY19 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

**Background**

Pursuant to Section 140.004 of the Texas Local Government Code, the Williamson County Community Supervision and Corrections Department (Adult Probation) is required to file with the Commissioners Court of Williamson County the Statement of Financial Position for the previous fiscal year. Filed with the Court is the Community Supervision and Corrections Department (Adult Probation) Statement of Financial Position for FY19.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**CSCD FP

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 04:46 PM

Started On: 12/04/2019 04:05 PM



**WILLIAMSON COUNTY  
ADULT PROBATION  
(CSCD)**

301 S.E. Inner Loop Road  
P.O. Box 251  
Georgetown, TX 78627-0251  
Phone: (512) 943-3500  
Fax: (512) 943-3510  
[www.adultprobation.net](http://www.adultprobation.net)

**STEVE MORRISON  
CSCD DIRECTOR**

December 3, 2019

Dear Commissioners,

There will be an agenda item on the December 10, 2019 court agenda regarding the Williamson County Community Supervision and Corrections FY 2019 Statement of Financial Position. At the end of each fiscal year, once all the CSCDs expenses and revenues are accounted for by the Williamson County Auditor's Office, the CSCD is required under Section 140.004 Local Government Code to file a copy of the final Statement of Financial Position with the commissioner's court. Attached is a copy of the FY19 Statement of Financial Position.

Agenda Item:

Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department FY19 Statement of Financial Position pursuant to the Texas Local Government Code 140.004.

Respectfully,

Steve Morrison  
Director  
Williamson County CSCD  
x33506

Texas Department of Criminal Justice - Community Justice Assistance Division  
Williamson County Community Supervision & Corrections Department

STATEMENT OF FINANCIAL POSITION  
August 31, 2019

ASSETS

CASH

Reconciled Bank Balance @ 8/31/19	\$570,913.16
Petty Cash	\$400.00
Change Drawer	\$200.00
Time Deposits	\$188,150.42

ACCOUNTS RECEIVABLE

Supervision Fees	\$133,186.02
Due From CJAD	\$0.00
Other	\$42,462.76

PREPAID EXPENSES

Prepaid Salaries	\$0.00
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**TOTAL ASSETS** \$935,312.36

LIABILITIES

ACCOUNTS PAYABLE

Basic Supervision-Operations	\$6,772.07
Community Corrections Program-Operations	\$2,410.45
Diversion Target Programs--Residential	\$22,129.55
Diversion Target Programs--Non-Residential	\$325.33
TAIP	\$32.91

DUE TO TDCJ-CJAD

Basic Supervision	\$0.00
Community Corrections Programs	\$1,046.79
Diversion Target Programs--Residential	\$2,638.72
Diversion Target Programs--Non-Residential	\$6,827.51
TAIP	\$103,113.09

**TOTAL LIABILITIES** \$145,296.42

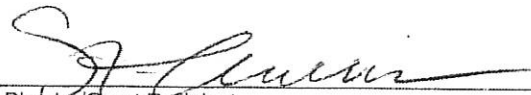
FUND BALANCES

Basic Supervision @ 8/31/19	\$790,015.94
Community Corrections Program @ 8/31/19	\$0.00
Diversion Target Program @ 8/31/19	\$0.00
TAIP @ 8/31/19	\$0.00

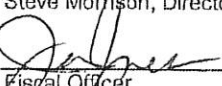
**TOTAL FUND BALANCES** \$790,015.94

**TOTAL FUND BALANCES AND LIABILITIES**

\$935,312.36

  
Director/Grant Recipient  
Steve Morrison, Director CSCD Williamson County

11-20-19  
Date

  
Fiscal Officer  
Jerri L. Jones, County Auditor

11-21-19  
Date



**Commissioners Court - Regular Session****15.****Meeting Date:** 12/10/2019

1604-070 Renewal 1 for Employee Assistance Services with Deer Oaks EAP Services

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of contract 1604-070, renewal option period 1, for the same pricing, terms and conditions as the existing contract for Employee Assistance Services covering the term of January 1, 2020 - December 31, 2020 with Deer Oaks EAP Services.

**Background**

Deer Oaks EAP Services is the provider of Employee Assistance Services for Williamson County employees. The Human Resources Director of Benefits submitted a Vendor Performance Report (VPR) that reflects the vendor met all county requirements on contract and requests renewal. The department point of contact is Shelley Loughrey, Director of Benefits. The funding source in the FY20 budget is under Employee Assistance Program, GL 01.0885.0885.003600.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1604-070 renewal 1 Deer Oaks EAP Services - vendor signed

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 12/04/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/04/2019 04:38 PM  
12/04/2019 04:44 PM  
Started On: 11/26/2019 03:29 PM



### Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Services	<b>Department:</b>	Human Resources/Benefits
<b>Vendor Name:</b>	Deer Oaks EAP Services		
<b>Vendor Address:</b>	126 E. Main Plaza, Suite 8, San Antonio, Texas 78205		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Employee Assistance Services			
<b>P.O./Contract Number:</b>	1604-070	<b>Effective Date:</b>	01/01/2020
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	12/31/2020
<b>Requested By:</b>	Shelley Loughrey, Department Director of Benefits		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"><li>• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li><li>• Please include the following:<ul style="list-style-type: none"><li>- Completed Texas Ethics Commission Form 1295, if required; AND</li><li>- Renewed Certificate of Insurance if it was required in the Bid/Proposal</li></ul></li><li>• Extend Contract for the 1<sup>st</sup> of two (2) one-year renewal option periods:</li></ul>			
Renewal Option Period 1		January 1, 2020 – December 31, 2020	
Initial Contract Period		January 1, 2017 – December 31, 2019	
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor	<u>Deer Oaks EAP</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Alicia Barrera</u>	Bill Gravell	
Title	<u>Executive Director</u>	Williamson County Judge	
Signature	<u>Alicia Barrera</u>	Signature _____	
Date	<u>11/21/19</u>	Date _____	

**Commissioners Court - Regular Session****16.****Meeting Date:** 12/10/2019

1604-069 renewal 1, Health Related Benefits Broker and Consultant with Holmes Murphy &amp; Associates, LLC

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of contract 1604-069, renewal option period 1, for the same pricing, terms and conditions as the existing contract, with Homes Murphy & Associates, LLC. as the Health Related Benefits Broker and Consultant for the term of January 1, 2020 - December 31, 2020.

**Background**

Holmes Murphy & Associates, LLC is the Health Related Benefits Broker and Consultant for Williamson County. The Human Resources Benefits Department submitted a Vendor Performance Report (VPR) that requests contract renewal for vendor meeting requirements. The department point of contact is Shelley Loughrey, Director of Benefits. The funding source in the FY20 budget is under Professional Services, 01.0885.0886.004100.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1604-069 renewal 1 with Holmes Murphy & Associates LLC

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 12/04/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/04/2019 04:41 PM  
12/04/2019 04:50 PM  
Started On: 12/03/2019 02:52 PM



### Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	<b>Services</b>	<b>Department:</b>	<b>Human Resources - Benefits</b>
<b>Vendor Name:</b>	Holmes Murphy & Associates, LLC		
<b>Vendor Address:</b>	12712 Park Central Drive, Suite 100, Dallas, TX 75251		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Health Related Benefits Broker and Consultant			
<b>P.O./Contract Number:</b>	1604-069	<b>Effective Date:</b>	01/01/2020
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	12/31/2020
<b>Requested By:</b>	Shelley Loughrey, Human Resources, Director of Benefits		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"><li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li><li>Please include the following:<ul style="list-style-type: none"><li>Completed Texas Ethics Commission Form 1295; AND</li><li>Renewed Certificate of Insurance if it was required in Bid/Proposal</li></ul></li><li>Extend Contract for the 1<sup>st</sup> of two (2) one year renewal option periods:</li></ul>			
Renewal Option Period 1	January 01, 2020 – December 31, 2020		
Initial Contract Period	January 01, 2017 – December 31, 2019		
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor <u>Holmes Murphy</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>David Gibson</u>	Bill Gravell		
Title <u>Vice President</u>	Williamson County Judge		
Signature <u>David Gibson</u>	Signature _____		
Date <u>12/3/19</u>	Date _____		

**Commissioners Court - Regular Session****17.****Meeting Date:** 12/10/2019

Agreement with Central Texas Regional Mobility Authority regarding off duty contracting

**Submitted By:** Michael Pendley, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Agreement with the Central Texas Regional Mobility Authority Regarding Off-Duty Contracting of County Constable Deputies.

**Background**

Standard agreement with Central Texas Regional Mobility Authority for off duty vehicle use.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[CTRMA Agreement](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Pendley

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 10:40 AM

Started On: 12/05/2019 10:06 AM

	§	STANDARD AGREEMENT WITH
STATE OF TEXAS	§	THE CENTRAL TEXAS REGIONAL
		MOBILITY AUTHORITY
		REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	CONSTABLE DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the Central Texas Regional Mobility Authority set forth on the signature page below (hereinafter, "CTRMA") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Constable's Office set forth on the signature page below (hereinafter, "CONSTABLE'S OFFICE").

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

1. It is mutually agreed that while the DEPUTIES are working for the CTRMA, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce CTRMA's policies, rules or regulations. The DEPUTIES shall enforce Texas Transportation Code Section 372.110 regarding operation of a prohibited motor vehicle on a toll project and 372.112 regarding the impoundment of a motor vehicle. DEPUTIES are at all times subject to the rules and policies of the CONSTABLE'S OFFICE. ***CTRMA expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of CTRMA when contracted by the CTRMA.***
2. It is mutually agreed that the COUNTY may withdraw its permission for any individual deputy of the CONSTABLE'S OFFICE to work in a private capacity by written notice to the CTRMA at any time, and may withdraw its permission for all DEPUTIES to work in a private capacity upon 30-days written notice to the CTRMA. If the COUNTY withdraws its permission for all DEPUTIES to work in a private capacity, the CTRMA agrees to terminate its contractor relationships with the DEPUTIES.
3. Prior to the beginning of DEPUTIES employment with the CTRMA, the CTRMA shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the \_\_\_\_\_, 2019 and shall terminate on September 30, 2020, and will have three one (1) year automatic renewals. If both parties are in concurrence, the AGREEMENT will automatically renew on October 1, 2020, October 1, 2021, and October 1, 2022. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY 2022.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice CTRMA for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover CTRMA's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The CTRMA acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the CTRMA Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. CTRMA agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. CTRMA shall provide such vehicle time records to COUNTY and CONSTABLE'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and CTRMA will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

CONSTABLE'S OFFICE: At the address set forth on the signature page below.

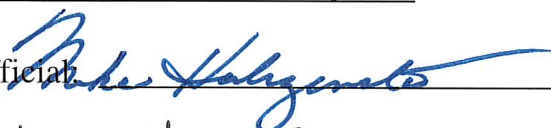
COUNTY: Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. CTRMA agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. This AGREEMENT terminates at the end of the term specified in paragraph 4, by mutual written agreement of the parties, or 30 days after either party gives written notice of termination to the other party, whichever occurs first.
11. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
12. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Both parties do 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.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:**

Printed Name: Mike Heiligenstein

Title: Executive Director

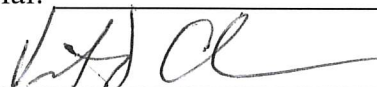
Signature of Official: 

Date: December 4, 2019

**WILLIAMSON COUNTY CONSTABLE'S OFFICE:**

Williamson County Constable Precinct No. 1

Printed Name of Official: VINCENT D. CHERRONE, CONSTABLE

Signature of Official: 

Date: 12-5, 2019

Address of Office: 1801 E. OLD SETTLERS BLVD #105

ROUND ROCK, TX. 78664



COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH  
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: Hon. Bill Gravel,  
Williamson County Judge &  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****18.****Meeting Date:** 12/10/2019

Donation for the WCSO Explorer Program

**Submitted For:** Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Explorer program from the Explorer Cadets in the amount of \$130.00 pursuant to Tex. Loc. Gov't Code 81.032.

**Background**

A cash donation of \$130.00 was received from the Explorer Cadets for the Explorer program.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 09:16 AM

Started On: 12/05/2019 07:19 AM

**Commissioners Court - Regular Session****19.****Meeting Date:** 12/10/2019

Animal Shelter Elevator Maintenance Agreement

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between Schindler Elevator Corporation and Williamson County for Elevator Maintenance in the amount of \$3,060 per year and authorizing execution of the agreement.

**Background**

This maintenance agreement will provide maintenance for the elevator at the Williamson County Regional Animal Shelter. This agreement covers maintenance and the annual inspection. Funding was approved in the FY20 budget. This expenditure will be charged to 01.0545.0545.004500. Department contact is Cheryl Schneider.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 11:05 AM  
12/05/2019 03:55 PM  
Started On: 12/02/2019 09:17 AM

# Schindler Plus

## SCHINDLER ELEVATOR CORPORATION

1530 Timberwolf Drive  
Holland, OH 43528-9161  
Phone: 419-491-7638  
Fax: 419-867-5381

**Date:** October 22, 2019

**Estimate Number:** KBLM-BC8J9U (2019.5.1)

**To:**

Williamson County Regional Animal Shelter  
1855 Se Inner Loop  
Georgetown, TX 78626

**Building Name:**

Williamson County Regional Ani

**Attn:** Christi Stromberg

### EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
1	Schindler	Gearless	Passenger	ELEV 01	2F/1R	2100	100	L7778

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 1530 Timberwolf Drive, Holland, OH 43528-9161, and **WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**, 1855 Se Inner Loop, Georgetown, TX 78626 ("you") agree as follows:

### PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

### PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

### EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

## TRACTION ELEVATORS

**Basic components:** Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

We assume no responsibility for the following major components:

## TRACTION ELEVATORS

**Major components:** Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

## CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

## TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

## CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

## SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include the Schindler Cube or Schindler Remote Monitoring, Schindler ActionBoard/Dashboard, and Schindler ActionBoard Mobile/Dashboard Mobile. These digital tools and their three subscription tiers are described below.

**Schindler Ahead** provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

**Schindler ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile** are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

The three subscription tiers for Schindler Ahead are:

**Connect** – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

**Enhanced** – The Enhanced Package includes Connect, plus access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

**Premium** – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

During the term of this agreement, you have the ability to adjust the tier you have selected at your convenience.

The Schindler Ahead Package described in this agreement requires activation of Schindler Ahead hardware. Schindler will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

### **CALLBACK RESPONSE TIME**

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

### **HOURS OF SERVICE**

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

### **TERM**

This Agreement commences on February 06, 2020, and continues until February 05, 2030, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

### **PRICE**

In consideration of the services provided hereunder, you agree to pay us the sum of \$255.00 per month, payable in annual installments of \$3,060.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

The pricing above includes a subscription price of \$10 per month for Schindler Ahead Connect on 1 unit, totaling \$10.00 per month. This will be payable in annual installments of \$120.00, exclusive of applicable taxes, unless another payment frequency is selected below.

If you would like to choose a different Schindler Ahead tier, please indicate by checking below.

☐ Upgrade to the Enhanced Package - \$10 per unit, per month addition.

### **PRICE ADJUSTMENT**

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price ~~quarterly~~ annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

### PAYMENT OPTIONS

(1) Please select a Method of Payment:

<input type="checkbox"/>	Direct Debit	1% Discount (Attach Copy of voided check)
<input type="checkbox"/>	Credit Card	3% Addition
<input type="checkbox"/>	Visa	<input type="checkbox"/> MC <input type="checkbox"/> AMEX
Number: _____		
Expiration Date: _____		
Signature: _____		
<input type="checkbox"/>	Check	
<input type="checkbox"/>	Other:	_____

(2) Please select a Payment Frequency (Other than Annual):

<input type="checkbox"/>	Semi-Annual	1% Addition
<input type="checkbox"/>	Quarterly	3% Addition
<input type="checkbox"/>	Monthly	5% Addition

### SPECIAL TERMS AND PRICING

This pricing is valid through December 31st, 2019 Pricing is subject to change after that date.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.

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 customer 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 customer 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 customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

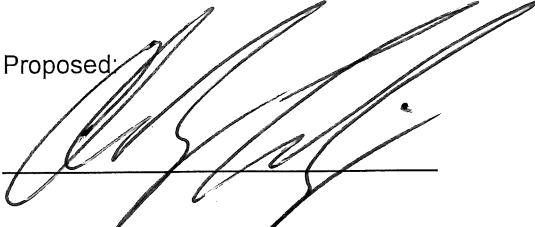
Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.



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

**The attached terms and conditions** are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:   
By: Kyle Bloom Andrew Ludwig

For: Schindler Elevator Corporation

Title: Sales Representative

Date: October 22, 2019

Accepted: \_\_\_\_\_

By: \_\_\_\_\_

For: Williamson County Regional Animal Shelter

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

By: Kevin Kisamore

Title: District Manager

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
  - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
  - (b) Termination of the Agreement on ten (10) days prior written notice; and
  - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

**Commissioners Court - Regular Session****20.****Meeting Date:** 12/10/2019

Animal Shelter Dishwasher Maintenance Agreement

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between Hobart Service and Williamson County for dishwasher maintenance services in the amount of \$995 per year, and authorizing execution of the agreement.

**Background**

Approval of this agreement will provide maintenance services for the dishwasher at the Williamson County Regional Animal Shelter. Funding was approved in the FY20 budget. This expenditure will be charged to 01.0545.0545.04500. Department contact is Cheryl Schneider.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 11:02 AM  
12/05/2019 03:56 PM  
Started On: 12/02/2019 09:17 AM



# Hobart Service Agreement



888-4HOBART | [hobartservice.com](http://hobartservice.com)



## HOBART SERVICE AGREEMENT

Hobart's performance of the Services as set forth in this Service Contract are expressly limited to and are conditioned upon Hobart's Terms and Conditions set forth at [www.hobartservice.com/servicetermsandconditions](http://www.hobartservice.com/servicetermsandconditions) (the "Terms"). Any additional or different terms proposed by Customer are hereby rejected (including sign-in logs, online click-through or pop-up agreements, or standard or pre-printed terms or conditions).

### Customer Information

Customer Address:		Billing Address (if different):	PO#:
Name:	<u>Williamson County Regional Animal S</u>	<u></u>	<u></u>
Address:	<u>1855 SE Inner Loop</u>	<u></u>	Tax Exempt: <u>Yes</u>
City, St, Zip:	<u>Georgetown, TX 78626-6344</u>	<u></u>	<i>Note: Please include a copy of the tax exemption certificate.</i>
Legal Name:	<u></u>	<u></u>	
Email:	<u>lgunter@wilco.org</u>	<u></u>	

### Package Purchased and Contract Dates

Package(s) Purchased:				Date of Contract(s):
Hobart Care	Yes	Hobart Maintenance Inspection	No	Effective Date of Service Contract: <u>11/17/2019</u>
Hobart Assurance	No	Hobart Proactive Maintenance	No	End Date of Service Contract: <u>11/16/2020</u>
Hobart Prosurance	No			<i>Note: Refer to Service Product Agreement for unit specific contract dates.</i>

### Agreement Summary

#### Unlimited Call Plan

The Unlimited Call plan offers an unlimited number of service calls for the covered units under contract. Any service calls made outside the coverage hours or scope of coverage (such as abuse, etc.) will be chargeable at Time & Material street rates. Pricing is based on the age of the unit, Service Product type and Optional Features selected.

#### Payment Option Selection

Annual	<input checked="" type="checkbox"/>	Quarterly	<input type="checkbox"/>
Semi-Annual	<input type="checkbox"/>	Monthly	<input type="checkbox"/>

#### Final Summary

Contract Subtotal:	<u>\$ 955.00</u>	Est. Annual Rate:	<u>\$955.00</u>
Equipment Subtotal:	<u>\$ -</u>	Automatic Renewal:	<u>Yes</u>
Agreement Total:	<u>\$ 955.00 (excludes tax)</u>	MI SOW Required:	<u>No</u>

*Note 1: Subject to certain exclusions and limitations as set forth in the Terms. Equipment subject to the list on service products agreement.*

*Note 2: If elected for Agreement to automatically renew, a minimal 3% price increase is applicable for the new term. Pricing may vary based on the additional features stated on the Agreement.*

### Agreement Acceptance

Sold By: Gina Marsh, Hobart Service, gina.marsh@hobartservice.com, 937 332 3296 Date: 11/14/2019

#### Customer Acceptance:

Name:  Title:  Date:

Hobart Service, ITW Food Equipment Group, LLC

Name: Akacia SC Davis Title: Customer Care Manager Date: 11/20/19

*reserves the right to modify the terms herein and prices and terminate this Service Contract at any time. This Service Products Agreement is subject to Hobart's Terms and Conditions set forth at [www.hobartservice.com/servicetermsandconditions](http://www.hobartservice.com/servicetermsandconditions) (the "Terms"). Any additional or different terms are hereby rejected.*

## Hobart Service

One Call. Total Confidence.



## *Service Products Agreement*

Offer Created On:

November 14, 2019

Offer Valid Until:

December 14, 2019

**Customer:**

Linda Gunter,  
Customer ID: 3214123  
Williamson County Regional Animal Shelter  
1855 SE Inner Loop  
Georgetown, TX 78626-6344  
512 943 3322  
lgunter@wilco.org

**Special Notes:**[illegible]

### Details:

Hobart Care Fixed Call Rate:	\$0.00	per Call
Hobart Care Excess Call Rate:	\$0.00	per Call
Assurance Fixed Call Rate:	\$0.00	per Call
Assurance Excess Call Rate:	\$0.00	per Call
Asset Tagging:	0 Locations, 0 Units	
Dedicated CC Rep:	No	
Billing Option:	Annual	

Coverage Subtotal	\$	955.00
Asset Tagging	\$	-
Dedicated CC Rep	\$	-

<b>Total*</b>	<b>\$ 955.00</b>
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*\*Tax not included*



### **Commercial Terms - Hobart Care M-F UNLIMITED**

**Services Included in Hobart Care M-F UNLIMITED:** During the Term, Hobart shall provide the following services at no additional cost

1. Monday through Friday, 8am-5pm local, labor, travel, parts, standard shipping, second trip or call backs
2. Unlimited number Calls per Term.
3. Response Time Levels by Call type as provided
  - o *Emergency Call:* Upon receipt of Call, Hobart will respond within thirty (30) minutes and dispatch a Hobart technician to arrive on Site within one business day.
  - o *Non-Emergency Call:* Upon receipt of Call, Hobart will respond within thirty (30) minutes and dispatch a Hobart technician to arrive on Site within three (3) business days.
  - o Hobart will target to achieve 80% compliance to these Response Times.

**Excluded Service:** The following are not included in this Service Contract and Hobart shall have no obligation to provide. Should Customer request and Hobart choose to provide such services, additional charges shall apply:

1. *After Hours and Weekend Emergency Coverage.* Emergency Calls received by Hobart on weekends, holidays, or Monday through Friday, between 5pm-8am local.
2. *Expedited Parts.* Automatic next day air shipment of parts that are not available on truck or in the Service Office on Emergency Calls.
3. *Expendable Parts.* Labor, travel, as it relates to the service of the following Parts: (i) plastic flight links, curtains, blades, slicer knives, sharpening devices, pulley wipes, shredder plates, fryer baskets, customer removable seals, door gaskets; (ii) consumable components or ordinary wear items including but not limited to; rinse arm strainers, final rinse nozzles, filters (including water filters), wash arm end caps, lower arm bushing, rollers, retaining rings, wash arm plugs, dish-limit rubber bumper, lamps, dish racks.
4. *Maintenance Inspections.* Call that identifies potential service problems on a unit prior to occurrence.
5. *Accidental Damages.* Calls resulting from physical damage by operators.
6. *Asset Tagging.* Data capturing that provides additional identification of each unit covered by the Agreement that provides the Customer with accurate and detailed data regarding equipment inventory.
7. *Erroneous Calls.* If a call is flagged as an Emergency Call and Hobart responds within the emergency Response Time, and upon arriving on Site finds the unit to be operational and does not detect a safety hazard, such Calls will be charged at standard Hobart Rates.
8. *Excluded Parts (unless otherwise stipulated in Service Contract).* (i) *Attachments and accessories such as bowls, adapters, bowl trucks, attachment shelves, agitators (beaters, whips, dough hooks, etc.), splash covers and extension rings;* (ii) *fryer tanks, boiler and booster water tanks (unless covered by manufacturers warranty);* (iii) *condenser or evaporator coils, ice machine plates, refrigeration or HVAC motors 1hp or greater or compressors 1hp or greater, Flight Type dish machine conveyor assembly, refrigeration gases > 24 lbs, heat exchangers.*
9. *Water Quality Related Damages.* Calls resulting from damage due to improper water conditions, improper unit cleaning, failure of Customer to provide proper water quality to the equipment as required by equipment manufacturer specifications, and/or failure of Customer to maintain proper water treatment equipment.
10. *Third Party Service.* Should Customer allow a third party to provide service (other than general tasks) on covered equipment, Hobart, in its sole discretion, may elect to exclude covered equipment from the Agreement and charge Customer for the remainder of the unused Fixed Calls and \$5,000.00 penalty fee.
11. Calibrations and/or adjustments to alter temperature or product appearance requested by Customer.
12. Feature upgrades including firmware or software upgrades or changes to label format or graphics.
13. Customer network related issues for Hobart connected devices. Loaner equipment is not included, but may be provided by the local Hobart Service Office at additional cost subject to availability.
14. All welding services
15. Replacement of booster tanks and heat exchangers
16. Customer locations further than 100 miles from the closest Service Office
17. Taxes, tolls, and permits applicable to Service and Parts
18. Calls made outside of the stated days and hours, and listed equipment do not count against the allotted total number of Calls on a Fixed Call Agreement, however, standard Hobart Rates will apply.

## **Hobart Service & Installation Terms and Conditions**

1. **Acceptance.** These terms and conditions ("Terms") and any Service Product Quotation, Equipment Installation Quotation, Hobart Product Guidelines, or any agreement signed by an authorized representative of each party (each, a "Service Contract") to which these Terms are attached, any Hobart acknowledgment or invoice and all documents incorporated by specific reference herein or therein ("Hobart Documents" and together with these Terms and the relevant Service Contract, the "Agreement"), constitute the complete terms governing the sale of services ("Services") and replacement parts ("Parts") by Hobart Service, a division of ITW Food Equipment Group LLC ("Hobart") to customer purchasing from Hobart ("Customer"). HOBART HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY CUSTOMER, WHETHER OR NOT CONTAINED IN ANY OF CUSTOMER'S BUSINESS FORMS OR ON CUSTOMER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement required to access a website or on a website will have any binding effect whether or not Hobart clicks on an "ok," "I accept," or similar acknowledgment. Terms contained or referenced in Customer facility sign-in logs, safety waivers or other similar documentation are hereby rejected and shall not have any binding effect on Hobart or its employees. Customer's order of any Services or acceptance of delivery of any Parts manifests Customer's assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of a Hobart Document or agreed to in writing by the parties in a Service Contract. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized senior officer of Hobart in a Service Contract; (b) Hobart Document terms; (c) these Terms.
2. **Quotations.** Quotations must be in writing and are only valid for 30 days from the date of the quotation for Service Product Quotations and 90 days from the date of quotation for Equipment Installation Quotations. All quotations are subject to change or withdrawal without prior notice to Customer. Quotations are made subject to approval of Customer's credit. Hobart may refuse orders and has no obligation to supply Products or Services unless Hobart issues an order acknowledgement or upon the shipment of Products or commencement of Services.
3. **Pricing.** Prices and rates are in U.S. dollars and are subject to change without notice, unless otherwise set forth in a Service Contract. Unless otherwise stated on a Service Contract, all payments are due within 30 days of the invoice date. Hobart may withhold Services and Parts for past-due invoices. If an invoice is past due for 60 days or more, Hobart may terminate the applicable Service Contract or this Agreement and Customer will owe, in addition to the past due invoice amounts, for any Service that is performed during the non-payment period at Hobart Rates, as defined herein, and standard Parts rates.
4. **Site Survey.** Hobart may conduct a Site (as defined below) survey at Customer's facility, such Site surveys are intended to identify problems which can be readily identified through reasonable visual inspection however Customer is solely responsible for the state of its facility and Site (including electrical and plumbing lines). During a Site survey, Hobart is under no obligation to excavate, move equipment, or otherwise disassemble or remove covers, fascia, sponces, or the like. Should problems or defects be identified during the Site survey or during performance of Services, Customer shall remedy such problems at its own cost before Hobart is required to continue performing or complete Services.
5. **Service.** Hobart will perform Services and provide Parts as set forth in the applicable Service Contract through its branch office ("Branch Office") local to the applicable Customer location. Hobart will perform the Services during the days and hours listed on the Service Contract ("Business Hours") at no additional cost to Customer. Unless otherwise set forth in the Service Contract, additional charges apply to (i) Services provided to Customer locations further than 100 miles from the closest Branch Office, (ii) Services and travel time performed at Customer's request outside of Business Hours, (iii) installation, inspections and proactive maintenance Services, (iv) taxes, tolls, and business licenses and permits applicable to Hobart's operation as a business, and (v) any other Services not included in the Service Contract which Hobart performs for Customer. For such instances, Customer shall pay Branch Office for travel time and mileage at Hobart's current national rates for labor and travel ("Hobart Rates"). For Services that require use of specialized forms of transportation other than by conventional motor vehicles, Customer shall reimburse the Branch Office for all transportation, food, and lodging expenses incurred by such Branch Office. Permits required for performance of the Services are the responsibility of the Customer or the applicable third-party contractor. The Services set forth in the applicable Service Contract are subject to the following definitions:
  - a. A call ("Call") is defined as a Service on a single piece of equipment that includes labor, travel, return trip charges, parts and standard shipping costs associated with the Service. Hobart may complete a Call in one trip or multiple trips. Should Services be performed on multiple pieces of equipment within the same visit, each piece covered by the Service Contract will be considered separate Calls.
  - b. Site ("Site") is defined as the physical location at which any the equipment is serviced.
  - c. A fixed call ("Fixed Call") is a Call within an allotted total number of Calls purchased by Customer in the applicable Service Contract.
  - d. An excess call ("Excess Call") is a Call in excess of the amount of Fixed Calls purchased by a Customer in the applicable Service Contract. Excess Calls shall be subject to different rates.
  - e. A call back ("Call Back") is defined as a Call on a single piece of equipment for a problem or issue within seven days of completion of the previous Call due to the same problem. Call Backs are not counted as separate Calls towards the total number of Calls allotted for a Fixed Call Service Contract unless the same problem has been caused by abuse, neglect, accident, or any other issue not caused by Hobart. A Call on the same piece of equipment due to a different problem is not a Call Back.

f. An emergency Call ("Emergency Call") is defined as a Call on a single piece of equipment that (i) cannot be reasonably used for its intended function or (ii) poses an unreasonable health related risk due to the equipment's failure to function properly. Whether a Call qualifies as an Emergency Call shall be determined by Hobart, in its sole discretion.

g. A non-emergency Call ("Non-Emergency Call") is defined as a Call on a single piece of equipment that is operational and in need of repair but does not meet the criteria of an Emergency Call.

6. **Term; Cancellation.** Unless otherwise specified in a Service Contract, the term of this Agreement shall begin on the date of Customer's acceptance and shall continue for a period of one year. The Agreement shall automatically renew for additional one year terms unless (i) Customer opts out of the automatic renewal option on the date it enters into a Service Contract with Customer or (ii) Customer provides written notice of termination at least 90 days' in advance of renewal. Hobart or Customer may terminate this Agreement at any time with thirty (30) days prior written notice to the other party; provided that if the Customer terminates under this sentence, Customer shall remain obligated to pay the full value of the Agreement. If a Fixed Call Service Contract is terminated or upgraded by Customer prior to the usage of all Fixed Calls, Customer shall be invoiced and shall pay for the remaining unused Calls. In the event this Agreement automatically renews, Hobart may increase prices and Hobart Rates in its sole discretion.

7. **Parts.** Hobart will provide Parts for equipment covered in an applicable Service Contract, subject to the availability of such Parts. Hobart may provide new or reconditioned Parts. Replaced parts and assemblies shall become the property of Hobart upon removal. For Parts installed by Hobart, title and risk of loss transfers to Customer upon installation. For Parts ordered by and shipped to Customer, title and risk of loss passes to Customer upon shipment. Should Customer request expedited freight, Hobart will expedite the Parts at Customer's cost. If the Parts are damaged in transit, Customer must file a claim with the carrier and Hobart shall not be liable for such damage. Concealed damage and shorted shipments must be reported to Hobart's Parts Department within 5 days of delivery.

8. **Returns.** Customer may only return Parts with Hobart's written authorization. Return requests must include the item and invoice number and reason for return unless otherwise required by Hobart. Customer will be responsible for any applicable restocking fees. No return requests will be accepted after 90 days from the date of invoice. Custom orders may not be cancelled or returned. All returned Parts must be unused, in saleable condition, and in the original packaging. Except to the extent prohibited by law, Customer is responsible for shipping return Parts to Hobart's designated location. Hobart will issue a credit or a refund at its election after the returned Part has been received and inspected for conformity to this section. Failure to comply with this section will result in any credit being withheld or reduced accordingly in Hobart's discretion. The following items are not eligible for return: non-stock parts, hazardous materials with a shelf life, electronic boards or electronic components that have been opened, commercial standard items (e.g., nuts, bolts, screws), and multiple quantity items if less than the original quantity is returned.

9. **Indemnity.** Hobart agrees to indemnify Customer, its directors, officers, and employees from third-party claims, damages and expenses (including reasonable attorneys' fees) to the extent those losses were directly caused by (i) the negligence or willful misconduct of Hobart or its employees, (ii) Hobart's failure to comply with applicable laws, or (iii) any claim of infringement or misappropriation of any third-party intellectual or proprietary right directly based on the Services provided, however, Hobart shall have no duties under this paragraph where the Services have been modified by any party other than Hobart. The above obligations are contingent upon (i) Customer supplying Hobart written notice of such claim immediately after the Customer has notice of such claim, (ii) Customer diligently cooperating with Hobart in the defense and settlement of such claim; and (iii) Customer allowing Hobart the right to defend and settle such claim.

10. **Insurance.** Hobart carries the following insurance: i) worker's compensation meeting statutory requirements, ii) employer's liability with limits of \$1,000,000 per accident/ per disease, per employee/ per disease, policy limits, iii) commercial general liability including products and completed operations of \$2,000,000 per occurrence, \$4,000,000 aggregate, \$4,000,000 products and completed operations aggregate with Customer as an additional insured per form U GL 11 75 D CW or replacement thereof, iv) commercial auto liability with combined single limits of \$1,000,000 per accident for owned, hired and non-owned vehicles. Hobart will provide evidence of insurance upon request of Customer. Hobart may self-insure any coverage.

11. **Warranty.**

a. For Service Products. Hobart warrants to Customer that (a) it will perform the Services in a timely, competent and professional manner and in accordance with industry standards and (b) the Services shall conform to the Service Contract for a period of 24 hours from completion. Hobart further warrants to Customer that any Parts (i) shall be free of any liens, (ii) shall, for a period of 90 days from original installation if installed by Hobart or from shipment if not installed by Hobart, be free of material defects in workmanship and material.

b. For Equipment Installation. Hobart warrants to Customer that (a) it will perform the Services in a timely, competent and professional manner and in accordance with industry standards and (b) the Services shall conform to the Service Contract for a period of 24 hours from completion of the Services or, if Hobart performs the final equipment connections, 30 days from completion of the Services. Delays in equipment startup shall not extend this warranty.

c. For ITW/Hobart/Traulsen equipment: Equipment manufactured by ITW is subject to separate terms and conditions.

d. The above warranties (the "Warranty") apply directly to Customer and may not be assigned. The Warranty does not apply to defects caused by accident, misuse, neglect, improper installation, unauthorized alteration or repair or improper testing by Customer or a third party. Customer's sole remedy, and Hobart's sole liability, for a breach of the Warranty regarding Services is for Hobart, at its option, to re-perform the Services, repair or replace the Parts, or credit Customer's account for such defective Services or Parts. Hobart's obligations herein are contingent upon (i) Customer making any claim under this warranty within 90 days of Hobart's performance of the Services or shipment of any Parts, (ii) such claim includes detailed explanation of any alleged deficiencies, (iii) Hobart is given a reasonable opportunity to investigate all claims; and (iii) Hobart's examination of such the Part or Service confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installation, unauthorized alteration or repair or improper testing by Customer or a third party. Customer may not return any Parts without Hobart's authorization. EXCEPT AS SET FORTH ABOVE, HOBART MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

12. **Exclusions.** Unless otherwise specified in a Service Contract, the following is not included in the scope of coverage and will be subject to additional charges: any repair costs, including labor, parts and travel expense required due to damage by fire, water, burglary, accident, abuse, acts of God, acts of terrorism, failure of Customer to operate or maintain equipment in conformity with Hobart's or other manufacturer's recommended operating and maintenance instructions, inappropriate or improper use, improper water conditions, failure due to improper cleaning, failure to maintain water treatment equipment, and relocation, adjustment or repair of Hobart equipment by any Customer or any third party without Hobart's supervision or consent. Hobart shall have no obligation to provide Service or Parts under this Agreement for any equipment that is damaged due to any of the above causes until such equipment is repaired by Hobart or an authorized third party. Any such repairs shall be at Hobart Rates.

In addition, the following are not included and will be subject to additional charges: (a) Customer requested calibrations and/or adjustments to alter temperature or product appearance; (b) attachments; (c) accessories such as bowls, adapters, bowl trucks, attachment shelves, agitators (beaters, whips, dough hooks, etc.), splash covers and extension rings; (d) expendable items such as plastic flight links, curtains, blades, slicer knives, sharpening devices, pulley wipes, shredder plates, fryer baskets, customer removable seals, door gaskets; (e) consumable components or ordinary wear items including but not limited to; rinse arm strainers, final rinse nozzles, filters (including water filters), wash arm end caps, lower arm bushing, rollers, retaining rings, wash arm plugs, dish-limit rubber bumper, lamps, dish racks; (f) consumable items, such as paper supplies, filters, printing materials, and dishwashing and sanitizing compounds; (g) certain refrigeration Parts, such as condenser and evaporator coils, ice machine plates, refrigeration or HVAC motors 1hp or larger and compressors 1hp or larger, Flight Type dish machine conveyer assembly, refrigeration gasses (<24 lbs. or heat exchangers, (h) water related issues; (i) feature upgrades, including firmware, software, label format, or graphics; (j) welding services; and (k) Customer network related issues for Hobart connected devices. Loaner equipment is not included but may be provided by local Branch Offices at additional cost based on availability. Repair, but not replacement, of fryer tanks, boiler and booster tanks that are subject to ITW/Hobart/Traulsen original manufacturer equipment is covered.

13. **Customer Responsibilities.** For any on-Site Service, Customer shall:

- a. prepare the Site for the Services. If the Site is not prepared for the Services upon Hobart service personnel's arrival at the agreed upon time and date, Hobart may charge Customer for any delay and/or travel time at Hobart Rates. If, in Hobart's opinion, performance of Services would pose a risk to the safety of any person, Hobart may refuse, without any liability, to provide Services and to allow Hobart service personnel to suspend Services or vacate any Site. In such event, Customer is responsible for payment of any delay and/or travel time at Hobart Rates;
- b. provide Hobart with at least 30 days' written notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Customer's local jurisdiction;
- c. provide at least one business day notice of cancellation of any Service order. If Customer cancels with less than 24 hours' notice, Customer is responsible for any costs incurred by Hobart caused by such cancellation. If Hobart travels to Customer's location and Customer cancels thereafter, Customer may incur an additional cancellation charge; and
- d. remain liable for all damages or injuries caused or contributed to by Customer, its employees, agents, and representatives that may occur on the site and indemnify Hobart for the same.

14. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON HOBART'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL HOBART'S LIABILITY EXCEED THE VALUE OF THIS AGREEMENT.

15. **Hobart Personnel.** Customer will not solicit, offer work to, employ, or contract with, directly or indirectly, any of Hobart's employees while Hobart provides Services and/or Parts hereunder and for a period of twelve (12) months after the conclusion of such Services.

16. **Miscellaneous.** (a) Additional terms from the local Branch Office may also apply to the Agreement. (b) Except for payment obligations, neither party will be responsible for failure to perform in a timely manner under the Agreement when such failure results from events beyond its reasonable control (each an “Event of Force Majeure”), including acts of God, acts of war, blockades, labor disputes and Part shortages. For each Event of Force Majeure, the affected party’s time for performance will extend for such time as reasonably necessary to enable that party to perform. (c) Nothing in the Agreement or the course of dealing of the parties may be construed to create a partnership, joint venture, or agency or as authorizing either party to obligate the other in any manner. (d) The Agreement may not be assigned or transferred by Customer without Hobart’s prior written consent. (e) Any dispute related to the Agreement will be governed by and construed according to the laws of the state of Ohio and litigated exmachine plates, refrigeration or HVAC motors 1hp or larger and compressors 1hp or larger, Flight Type dish machine conveyer assembly, refrigeration gasses (<24 lbs. or heat exchangers, (h) water related issues; (i) feature upgrades, including firmware, software, label format, or graphics; (j) welding services; and (k) Customer network related issues for Hobart connected devices. Loaner equipment is not included but may be provided by local Branch Offices at additional cost based on availability. Repair, but not replacement, of fryer tanks, boiler and booster tanks that are subject to ITW/Hobart/Traulsen original manufacturer equipment is covered.

**Commissioners Court - Regular Session****21.****Meeting Date:** 12/10/2019

Medic 11 EMS Bay Addition

**Submitted For:** Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving agreement and proposal with LMC Corporation in the amount of \$149,888.47 for the construction of an addition to the EMS Medic 11 building as per BuyBoard contract #520-16 and authorizing the execution of the related documents. Project funding source is P-512.

**Background**

This agreement is for the labor and material to construct one metal building addition and associated infrastructure to support building operations and also includes paving improvements and landscaping. Department contact is Tom Stanfield.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Construction Agreement](#)[BuyBoard JOC quote](#)

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 12/04/2019

**Reviewed By**

Randy Barker

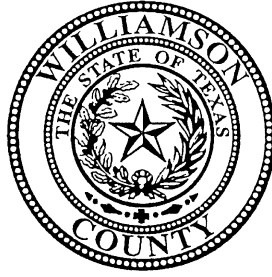
Andrea Schiele

**Date**

12/04/2019 04:45 PM

12/04/2019 04:53 PM

Started On: 12/04/2019 09:20 AM



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

The **Owner:** Williamson County  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

and **Contractor** LMC Corporation  
9191 Winkler Drive, Suite A  
Houston, Texas 77017-5967

for the **Project:** Williamson County – Medic 11  
EMS Bay Addition  
1781 E Old Settlers Blvd  
Round Rock, TX 78665

**Architect:** Reliance Architecture LLC  
1306 Barrington Dr.  
Austin, TX 78753

**AGREEMENT**, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and LMC Corporation (hereinafter called "Contractor").

**WHEREAS**, the Owner desires to retain a Contractor for the Williamson County Medic 11 EMS Bay Addition Project (hereinafter called the "Project"),

**WHEREAS**, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

**NOW, THEREFORE**, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

## **ARTICLE 1     SCOPE OF WORK**

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

## **ARTICLE 2             CONTRACT DOCUMENTS**

**2.1**     The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.
- i. BuyBoard JOC Contract #520-16 Area G-LMC (including required terms and conditions, therein)

**2.2**     The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

**2.3**     The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

## **ARTICLE 3             CONTRACT TIME**

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work



within **One Hundred Twenty (120)** calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Thirty (30)** calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

#### **ARTICLE 4                      CONTRACTOR REPRESENTATIONS**

**4.1**                      In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A.           Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
- B.           Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C.           Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D.           Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E.           Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F.           Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY**

**5.1 Contract Price.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$149,888.47**.

**5.2 Contract Payments.** Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

**5.3 Owner's Construction Contingency.** The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

**\$ 37,472.00**

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

**5.4 Allowable Overhead and Profit Markup on Changes in the Work.** In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change, or per terms of BuyBoard JOC Contract; whichever the lesser
- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change, or per terms of BuyBoard JOC Contract; whichever the lesser.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions,

the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## **ARTICLE 6            TIME**

### **6.1    TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**6.2**    Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

**6.1    Liquidated Damages.** Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the uniqueness of the facility being a county jail that houses a population that changes daily and the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

**Five Hundred Dollars per calendar day (\$500.00/calendar day)**

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

## **ARTICLE 7            NOTICES**

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to:

Hal C. Hawes  
General Counsel to the  
Williamson County Commissioners Court  
710 Main Street, Suite 102  
Georgetown, Texas 78626

If to Contractor:

LMC Corporation  
9191 Winkler Drive, Suite A  
Houston, Texas 77017-5967

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

## **ARTICLE 8            PARTY REPRESENTATIVES**

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Tom Stanfield  
Williamson County Facilities  
3101 SE Inner Loop Georgetown, TX 78626  
Phone (512) 943-1636

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Zring Kareem  
LMC Corporation  
10812 Hillpoint  
San Antonio, Texas 78217  
Phone (210) 650-3951

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

## **ARTICLE 9            ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contract Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY  
Williamson County, Texas,

LMC Corporation

By: \_\_\_\_\_

By: Zring Kareem

Printed Name: \_\_\_\_\_

Printed Name: Zring Kareem

Title: \_\_\_\_\_

Title: Director of Construction

Date: \_\_\_\_\_, 20\_\_\_\_

Date: 11/22, 2019

## EXHIBIT 1

### Minimum Insurance Coverages and Minimum Coverage Amounts

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage		Limits of Liability
1.	Worker's Compensation	Statutory
2.	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
3.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000
	Aggregate policy limits:	\$2,000,000
4.	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON PER OCCURRENCE
	Bodily injury (including death)	\$1,000,000 \$1,000,000

Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit
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5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award.



- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
  - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (4) obtain from each other person with whom it contracts, and provide to the Contractor:

- a. a certificate of coverage, prior to the other person beginning work on the Project; and
- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  - k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
- E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award.
- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

**EXHIBIT 2 –DRAWINGS AND SPECIFICATIONS**

**FOR**

**WILLIAMSON COUNTY – MEDIC 11  
EMS BAY ADDITION  
1781 E OLDSETTLERS BLVD  
ROUND ROCK, TX 78665**

**By: Reliance Architecture LLC  
Dated: 8/29/2019**

## Work Order Signature Document

### ezIQC Buy Board Contract No.: 520-16 Area G - LMC

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 072853.00

Work Order Date: 11/08/2019

Work Order Title: Williamson County - Medic 11 EMS Bay Addition

Owner Name: County of Williamson

Contractor Name: LMC Corporation

Contact: Tom Stanfield

Contact: Zring Kareem

Phone: 512-818-4180

Phone: 210-643-9392

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area G - LMC.

#### Brief Work Order Description:

Medic 11 EMS Bay Addition and site work modifications.

### Time of Performance

Estimated Start Date:

Estimated Completion Date:

### Liquidated Damages

Will apply: ☐

Will not apply: ☒

### Work Order Firm Fixed Price: \$149,888.47

Owner Purchase Order Number:

## Approvals

Owner

Date

*Zring Kareem*

Contractor

12/02/2019

Date

## Detailed Scope of Work

---

**To:** Zring Kareem  
LMC Corporation  
9191 Winkler Drive, Suite A  
Houston, TX 77017-5967  
210-643-9392

**From:** Tom Stanfield  
County of Williamson  
301 SE Inner Loop  
Georgetown, TX 78626  
512-818-4180

**Date Printed:** November 08, 2019

**Work Order Number:** 072853.00

**Work Order Title:** Williamson County - Medic 11 EMS Bay Addition

**Brief Scope:** Medic 11 EMS Bay Addition and site work modifications.

☐

Preliminary

☐

Revised

☒

Final

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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Williamson County - Medic 11 EMS Addition.

Provide labor, material to construct one metal building addition and associated infrastructure to support building operations, also to include paving improvements and landscaping.

### Scope Documents:

Per issued drawings and specs:

Titled: Wilco MEDIC 11 EMS Addition

Drawing by: Reliance Architecture, LLC.

Dated: 08/29/2019

Plan Pages: A0.00, A0.01, A0.02, A1.00, A2.00, A3.00, A4.00, A7.00, S1.00, S2.00, S3.00, E1.00, E1.01, E1.02, E1.03, E2.01

### Exclusion:

1. Permits.
2. Sewer & Water service to building.
3. Fire Alarm/Sprinkler System.
4. Painting.

Subject to the terms and conditions of JOC Contract **520-16 Area G - LMC**.

## Detailed Scope of Work Continues..

**Work Order Number:** 072853.00

**Work Order Title:** Williamson County - Medic 11 EMS Bay Addition

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*Zring Kareem*

Contractor

12/02/2019

Date

Owner

Date

## Contractor's Price Proposal - Summary

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**Date:** November 08, 2019

**Re:** IQC Master Contract #: 520-16 Area G - LMC  
Work Order #: 072853.00  
Owner PO #:  
Title: Williamson County - Medic 11 EMS Bay Addition  
Contractor: LMC Corporation  
Proposal Value: \$149,888.47

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<b>Concrete</b>	<b>\$15,630.27</b>
<b>Earthwork</b>	<b>\$61,747.71</b>
<b>Electrical</b>	<b>\$9,191.29</b>
<b>General Conditions</b>	<b>\$5,099.81</b>
<b>HVAC</b>	<b>\$2,958.46</b>
<b>Improvements</b>	<b>\$5,578.20</b>
<b>Openings</b>	<b>\$6,493.19</b>
<b>Special Construction</b>	<b>\$43,189.54</b>
<b>Proposal Total</b>	<b>\$149,888.47</b>

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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** %



# Contractor's Price Proposal - Detail

Date: November 08, 2019

Re: IQC Master Contract #: 520-16 Area G - LMC  
 Work Order #: 072853.00  
 Owner PO #:  
 Title: Williamson County - Medic 11 EMS Bay Addition  
 Contractor: LMC Corporation  
 Proposal Value: \$149,888.47

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Concrete</b>					
1	02 41 19 13 0058		LF	Saw Cut In Streets, Concrete And Asphalt Up To 4" Depth	\$491.83
			Installation	Quantity 300.00 x Unit Price 1.32 x Factor 1.2420 = Total 491.83 concrete cutting for electrical and curbing	
2	03 15 19 00 0005		EA	1/2" Diameter x 12" Length, Plain Steel, J-Type Cast In Place Anchor Bolt	\$203.69
			Installation	Quantity 40.00 x Unit Price 4.10 x Factor 1.2420 = Total 203.69	
3	03 21 11 00 0041		LF	#3, Grade 40, Columns, Steel Reinforcement Bar	\$1,434.51
			Installation	Quantity 3,500.00 x Unit Price 0.33 x Factor 1.2420 = Total 1,434.51	
4	03 21 11 00 0044		LF	#6, Grade 40, Columns, Steel Reinforcement Bar	\$879.34
			Installation	Quantity 600.00 x Unit Price 1.18 x Factor 1.2420 = Total 879.34	
5	03 21 11 00 0146		LF	#3, Grade 60, Slab On Grade, Low Alloy Steel Reinforcement Bar	\$794.88
			Installation	Quantity 2,000.00 x Unit Price 0.32 x Factor 1.2420 = Total 794.88 12" on center miss beams and footings	
6	03 31 13 00 0018		CY	Direct Chute, Place 3,000 PSI Concrete Continuous Footings	\$2,470.71
			Installation	Quantity 15.00 x Unit Price 132.62 x Factor 1.2420 = Total 2,470.71	
7	03 31 13 00 0018 0029			For 3,500 PSI Concrete, Add	\$107.50
			Installation	Quantity 15.00 x Unit Price 5.77 x Factor 1.2420 = Total 107.50	
8	03 31 13 00 0036		CY	>6", By Direct Chute, Place 3,000 PSI Concrete Slab On Grade	\$6,266.14
			Installation	Quantity 40.00 x Unit Price 126.13 x Factor 1.2420 = Total 6,266.14	
9	03 31 13 00 0036 0029			For 3,500 PSI Concrete, Add	\$286.65
			Installation	Quantity 40.00 x Unit Price 5.77 x Factor 1.2420 = Total 286.65	
10	03 35 16 00 0005		SF	Concrete Floor Finishes, Final Float	\$1,631.99
			Installation	Quantity 1,800.00 x Unit Price 0.73 x Factor 1.2420 = Total 1,631.99	
11	32 16 13 13 0006		LF	6" x 16" Cast In Place Concrete Curb	\$1,063.03
			Installation	Quantity 90.00 x Unit Price 9.51 x Factor 1.2420 = Total 1,063.03	
<b>Subtotal for Concrete</b>					<b>\$15,630.27</b>

## Earthwork

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 072853.00

Work Order Title: Williamson County - Medic 11 EMS Bay Addition

### Earthwork

12	01 22 23 00 0194	MO	1 Ton, Double Smooth Drums, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator						\$3,373.83
			Installation	Quantity		Unit Price		Factor	Total
				0.25	x	10,865.79	x	1.2420	3,373.83
			Compaction of base in 8" lifts						
13	01 22 23 00 0256	WK	1,500 LB Capacity, 60" Wide, Skid-Steer Loader (Bobcat) With Full-Time Operator						\$4,446.07
			Installation	Quantity		Unit Price		Factor	Total
				1.50	x	2,386.51	x	1.2420	4,446.07
14	01 22 23 00 0275	MO	Backhoe Attachment For Skid-Steer Loaders						\$151.44
			Installation	Quantity		Unit Price		Factor	Total
				0.25	x	487.73	x	1.2420	151.44
			trenching						
15	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.						\$1,490.40
			Installation	Quantity		Unit Price		Factor	Total
				4.00	x	300.00	x	1.2420	1,490.40
			mob						
16	01 74 13 00 0003	CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.						\$799.85
			Installation	Quantity		Unit Price		Factor	Total
				80.00	x	8.05	x	1.2420	799.85
			concrete and asphalt demo						
17	02 41 13 13 0028	SY	>3" To 6" By Machine, Break-up And Remove Welded Wire Reinforced Concrete Paving						\$1,551.57
			Installation	Quantity		Unit Price		Factor	Total
				95.00	x	13.15	x	1.2420	1,551.57
			Concrete and Asphalt demo						
18	31 05 16 00 0004	CY	#4 Stone Aggregate Fill (3/4" To 1-1/2" Clean)						\$8,350.21
			Installation	Quantity		Unit Price		Factor	Total
				160.00	x	42.02	x	1.2420	8,350.21
19	31 05 16 00 0004 0051		For >10 To 25, Add						\$834.62
			Installation	Quantity		Unit Price		Factor	Total
				160.00	x	4.20	x	1.2420	834.62
20	31 05 16 00 0027	CY	Aggregate PlacementIncludes Spreading, Grading, Compaction Rolling						\$15,309.39
			Installation	Quantity		Unit Price		Factor	Total
				640.00	x	19.26	x	1.2420	15,309.39
21	31 23 16 36 0007	CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Loose Rock						\$1,169.07
			Installation	Quantity		Unit Price		Factor	Total
				222.00	x	4.24	x	1.2420	1,169.07
			48" Foundation Excavation w/ 36" over build, 24" build up for 24"beam depth						

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 072853.00

Work Order Title: Williamson County - Medic 11 EMS Bay Addition

### Earthwork

22	31	23	16	36	0007	0014	For >250 To 500, Add									\$176.46
							Installation	Quantity		Unit Price		Factor	=	Total		
								222.00	x	0.64	x	1.2420	=	176.46		
							Excavation									
23	32	11	16	16	0003		CY Class 5 Granite Roadway Base Course									\$12,054.23
							Installation	Quantity		Unit Price		Factor	=	Total		
								175.00	x	55.46	x	1.2420	=	12,054.23		
24	32	11	16	16	0008		SY 9" Crushed Aggregate Base Course									\$3,023.34
							Installation	Quantity		Unit Price		Factor	=	Total		
								175.00	x	13.91	x	1.2420	=	3,023.34		
							Base in 8" lifts at 24"									
25	32	11	16	16	0009		SY 12" Crushed Aggregate Base Course									\$4,292.66
							Installation	Quantity		Unit Price		Factor	=	Total		
								175.00	x	19.75	x	1.2420	=	4,292.66		
26	32	15	40	00	0002		CY Gravel Surfacing And Spreading									\$4,724.57
							Installation	Quantity		Unit Price		Factor	=	Total		
								60.00	x	63.40	x	1.2420	=	4,724.57		
<b>Subtotal for Earthwork</b>																<b>\$61,747.71</b>

### Electrical

27	01	22	20	00	0010		HR ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.									\$413.83
							Installation	Quantity		Unit Price		Factor	=	Total		
								8.00	x	41.65	x	1.2420	=	413.83		
28	26	05	13	00	0005		MLF #4 AWG Cable, XLP, 5 KV, Placed In Conduit, Shielded, Single Copper Conductor									\$1,293.94
							Installation	Quantity		Unit Price		Factor	=	Total		
								0.50	x	2,083.64	x	1.2420	=	1,293.94		
							Power from existing panel to new panel									
29	26	05	33	13	0008		CLF 3/4" Electrical Metallic Tubing (EMT) With 4 #12 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.									\$905.49
							Installation	Quantity		Unit Price		Factor	=	Total		
								2.00	x	364.53	x	1.2420	=	905.49		
30	26	05	33	13	0011		CLF 3/4" Electrical Metallic Tubing (EMT) With 3 #10 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.									\$884.25
							Installation	Quantity		Unit Price		Factor	=	Total		
								2.00	x	355.98	x	1.2420	=	884.25		
31	26	09	23	00	0109		EA Photo-Cell, 105-285 Volt Relay, Lighting Arrester, Receptacle And Bracket									\$90.00
							Installation	Quantity		Unit Price		Factor	=	Total		
								1.00	x	72.46	x	1.2420	=	90.00		
32	26	09	23	00	0473		EA Low Voltage, Dual Technology, Ceiling Mount, Extended Range, 360 Degree View Occupancy Sensor (Sensor Switch nLight® nCM PDT 10)									\$280.68
							Installation	Quantity		Unit Price		Factor	=	Total		
								1.00	x	225.99	x	1.2420	=	280.68		
33	26	24	16	00	0029		EA 100 Amp Rating, 20 - 20 Amp Breakers, 120/240 Volt, 3 Wire, 1 Phase Assembled Panelboard, >50 To 100 Amp Main Breaker, 24 Circuit Capacity									\$1,717.54
							Installation	Quantity		Unit Price		Factor	=	Total		
								1.00	x	1,382.88	x	1.2420	=	1,717.54		

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 072853.00

Work Order Title: Williamson County - Medic 11 EMS Bay Addition

### Electrical

34	26 27 26 00 0012	EA	15 Amp, NEMA 5-15, Duplex Receptacle, 125 Volt, 1 Phase						\$71.54
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00 x	9.60 x	1.2420	=	71.54		
35	26 43 13 00 0002	EA	120/240 Volt AC Single Phase, 3 Wire 25 kA Low Exposure Transient Voltage Surge Suppressor						\$215.30
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	173.35 x	1.2420	=	215.30		
36	26 51 13 00 0345	EA	2' Length, 2,200 Lumens, Surface Mount, Volumetric LED Fixture (Lithonia STL2)						\$1,507.59
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00 x	303.46 x	1.2420	=	1,507.59		
		Interior Fixtures							
37	26 53 00 00 0017	EA	Single Face, Edge-Lit LED Exit Sign With Battery Back-Up						\$307.80
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	247.83 x	1.2420	=	307.80		
38	26 56 36 00 0014	EA	250 Watt High Pressure Sodium P-154 Series GE Flood Light						\$1,503.33
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00 x	403.47 x	1.2420	=	1,503.33		

### Subtotal for Electrical

**\$9,191.29**

### General Conditions

39	01 52 19 00 0004	WK	ADA Portable Toilets, Chemical						\$587.66
		Installation	Quantity	Unit Price	Factor	=	Total		
			12.00 x	39.43 x	1.2420	=	587.66		
40	01 56 26 00 0005	LF	Temporary 6' High Chain Link Fence And Posts, Up To 6 Months						\$2,652.91
		Installation	Quantity	Unit Price	Factor	=	Total		
			600.00 x	3.56 x	1.2420	=	2,652.91		
		Security Fencing							
41	01 74 19 00 0016	EA	30 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$1,859.24
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00 x	498.99 x	1.2420	=	1,859.24		
		Dumpster for construction							

### Subtotal for General Conditions

**\$5,099.81**

### HVAC

42	23 34 23 00 0031	EA	1/8 HP, 861 CFM At 1/4" Static Pressure, Direct Drive, Aluminum, Centrifugal Sidewall Exhauster						\$656.65
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	528.70 x	1.2420	=	656.65		
43	23 51 13 00 0013	EA	Modulating Fan Controller And Sensor						\$520.82
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	419.34 x	1.2420	=	520.82		
44	23 55 23 13 0004	EA	37,500 BTU Infrared Gas Heater, Electric Ignition, Ceiling Hung Unit Without Fan						\$792.63
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00 x	638.19 x	1.2420	=	792.63		

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 072853.00

Work Order Title: Williamson County - Medic 11 EMS Bay Addition

### HVAC

45	23	82	39	19	0028	EA	3,000, 4,000 Or 4,000/3,000 Watt Surface Mounted Electric Ceiling Heater										\$988.36
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	795.78	1.2420		988.36						

### Subtotal for HVAC

**\$2,958.46**

### Improvements

46	32	12	13	13	0002	SY	Tack Coat, 0.05 Gallon/SY										\$63.34
						Installation	Quantity	Unit Price	Factor	=	Total						
							150.00	0.34	1.2420		63.34						
							asphalt work										
47	32	12	13	19	0002	SY	Surface Prime Coat, 0.28 Gallon/SY										\$176.99
						Installation	Quantity	Unit Price	Factor	=	Total						
							150.00	0.95	1.2420		176.99						
							asphalt work										
48	32	12	16	13	0018	SY	3" Thick Surface CourseIncludes placement, rolling, finishing and sweeping.										\$2,719.98
						Installation	Quantity	Unit Price	Factor	=	Total						
							150.00	14.60	1.2420		2,719.98						
							asphalt work										
49	32	39	13	00	0004	LF	6" Steel Pipe Bollard, Schedule 40, Painted Or Powder Coated										\$1,348.51
						Installation	Quantity	Unit Price	Factor	=	Total						
							32.00	33.93	1.2420		1,348.51						
							4@8' bollards										
50	32	91	19	13	0016	SY	Furnish And Place Imported Screened Topsoil, 12" Deep										\$621.50
						Installation	Quantity	Unit Price	Factor	=	Total						
							45.00	11.12	1.2420		621.50						
							Finish Topsoil										
51	32	92	23	00	0011	MSF	Up To 1,000 SF, Tifway 419 Bermuda Sod, Installed On Level Ground										\$647.88
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	521.64	1.2420		647.88						
							sod repair										

### Subtotal for Improvements

**\$5,578.20**

### Openings

52	08	12	13	13	0008	EA	3' x 6'-8" Through 7'-2" x 4-3/4" Deep Metal Door Frame, 16 Gauge										\$218.23
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	175.71	1.2420		218.23						
53	08	13	13	13	0008	EA	3' x 6'-8" x 1-3/4" 20 Gauge Metal Door (Unrated)										\$382.96
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	308.34	1.2420		382.96						
54	08	33	23	00	0057	EA	12' x 12', 22 Gauge Galvanized Steel Overhead Coiling Door, Chain Lift										\$3,836.80
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	3,089.21	1.2420		3,836.80						
55	08	33	39	00	0052	EA	Motor Operator For Rytec® Bantam® High-Speed Rolling DoorsIncludes open/close/stop pushbutton, pneumatic reversing edge and coil cord.										\$1,897.74
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.00	1,527.97	1.2420		1,897.74						

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 072853.00

Work Order Title: Williamson County - Medic 11 EMS Bay Addition

### Openings

56	08 51 23 00 0016	SF	Steel Window Casements, 100% Vented Operable, Factory Primed					\$157.46
		Installation	Quantity		Unit Price		Factor	Total
			2.00	x	63.39	x	1.2420 =	157.46

**Subtotal for Openings** **\$6,493.19**

### Special Construction

57	01 22 23 00 0024	MO	34' Engine Powered, Articulating (Up/Over) Boom Manlift					\$1,077.35
		Installation	Quantity		Unit Price		Factor	Total
			0.50	x	1,734.87	x	1.2420 =	1,077.35
58	13 34 19 00 0005	GSF	12' Eave Height, 20' To 30' Wide, Up To 30' Long Clear Span Rigid Frame Building With 26 Gauge Roofing And Siding					\$25,882.88
		Installation	Quantity		Unit Price		Factor	Total
			1,072.00	x	19.44	x	1.2420 =	25,882.88
59	13 34 19 00 0005 0001		For 30' To 49' In Length Only, Add					\$3,954.33
		Installation	Quantity		Unit Price		Factor	Total
			1,072.00	x	2.97	x	1.2420 =	3,954.33
60	13 34 19 00 0005 0006		For 20 PSF Live Load And 20 PSF (90 MPH) Wind Load, Add					\$1,943.88
		Installation	Quantity		Unit Price		Factor	Total
			1,072.00	x	1.46	x	1.2420 =	1,943.88
61	13 34 19 00 0005 0011		For Each SF Of 24 Gauge Wall Panel, Add					\$8,776.27
		Installation	Quantity		Unit Price		Factor	Total
			11,584.00	x	0.61	x	1.2420 =	8,776.27
62	13 34 19 00 0111	EA	Single Door, Metal Frame Rough Opening					\$274.59
		Installation	Quantity		Unit Price		Factor	Total
			1.00	x	221.09	x	1.2420 =	274.59
63	13 34 19 00 0114	EA	12' x 12' Overhead Door, Metal Frame Rough Opening					\$538.53
		Installation	Quantity		Unit Price		Factor	Total
			1.00	x	433.60	x	1.2420 =	538.53
64	13 34 19 00 0116	EA	Up To 12 SF, Window Opening, Metal Frame Rough Opening					\$263.86
		Installation	Quantity		Unit Price		Factor	Total
			1.00	x	212.45	x	1.2420 =	263.86
65	13 34 19 00 0181	EA	4' x 3' Fixed Louver					\$477.85
		Installation	Quantity		Unit Price		Factor	Total
			1.20	x	320.62	x	1.2420 =	477.85

**Subtotal for Special Construction** **\$43,189.54**

**Proposal Total** **\$149,888.47**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** %

## Subcontractor Listing

**Date:** November 08, 2019

**Re:** IQC Master Contract #: 520-16 Area G - LMC  
Work Order #: 072853.00  
Owner PO #:  
Title: Williamson County - Medic 11 EMS Bay Addition  
Contractor: LMC Corporation  
Proposal Value: \$149,888.47

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

**Commissioners Court - Regular Session****22.****Meeting Date:** 12/10/2019

Awarding Armored Courier Service RFP 1919

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding RFP 1919, for Armored Courier Services to the overall best respondent, Garda World, Inc and authorizing execution of the agreement.

**Background**

Purchasing solicited sealed proposals for Armored Courier Services. Three (3) suppliers participated in the solicitation of which two (2) suppliers submitted proposals. Of those two, one was found to be responsive. The response was thoroughly evaluated by the evaluation committee. A conference call was held to negotiate the contract. The contract is for one year terms which will automatically renew. After the first year there is a termination for convenience provision. The monthly cost of armored courier services from Garda will be \$5,906. This is budgeted for FY20. This expenditure will be charged to 01.0100.0497.004300. Technical contact is Treasurer Scott Heselmeyer.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Agreement](#)[Solicitation Summary](#)[Recommendation Letter](#)

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 11:04 AM  
12/05/2019 03:57 PM  
Started On: 12/04/2019 08:41 AM



Contract:

## **ARMORED CAR SERVICE AGREEMENT**

This Armored Car Service Agreement (the "Agreement") is made effective as of January 02, 2020 (the "Effective Date") by and between Garda CL Southwest, Inc., whose address is 2000 NW Corporate Blvd., Boca Raton, FL 33431 (Hereinafter called "CARRIER") and Williamson County, Texas, a political subdivision of the State of Texas acting by and through her governing body, whose address is **100 WILCO WAY SUITE P101 GEORGETOWN TX 78626-2603** (Hereinafter called "CUSTOMER").

### **SECTION I: BASIC AGREEMENT**

The Parties both agree as follows:

1. **Service:** CARRIER agrees to render Services to CUSTOMER at the locations, times, prices, frequencies and liability limits set forth on Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.
2. **Insurance:** During the Term of this Agreement, CARRIER shall maintain the insurance in the amounts and types set forth herein.
3. **Maximum Liability:** The Maximum Shipment Liability shall be as set forth on Schedule A hereof.
4. **Term:** The Term for Services under this Agreement shall be as set forth on Schedule A.
5. **Payment for Services:** CUSTOMER agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests and any applicable surcharges pursuant to Schedule A.
6. **Entire Agreement:** This Agreement and any executed Schedule As constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

### **SECTION II. DEFINITIONS.**

- (a) The word "Holiday" as used in this Agreement shall mean the days designated on Schedule A. Holiday Service will be provided at the prices set forth on Schedule A.
- (b) The word "Property" shall mean currency, coins, precious metals, checks, notes, bonds, negotiable instruments, securities and all other things of value but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable State or Federal Law.
- (c) The word "Sealed" as used in this Agreement shall mean closed in a manner that is reasonably designed to prevent easy access to the Property and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized access were attempted
- (d) The word "Service" shall mean to call for Sealed Shipments said to contain Property, to receipt therefor, to perform any cash processing services and to deliver such funds to CUSTOMER's designated bank, either by ACH transfer or by armored transport, and to perform any other services set forth below or on Schedule A
- (e) The word "Shipment" as used herein shall mean the total Property in Sealed containers received by CARRIER at a single location from a single consignor for delivery to one other location to a single consignee.
- (f) The words "Reconstruct", "Reconstructed" and "Reconstruction" shall mean to identify checks only to the extent of determining the face amount of said checks and the identity of the maker and/or check numbers, account numbers, routing numbers, financial institution, and the identity of the maker and the endorser of each.

**SECTION III. SERVICE**

- (a) Service. CARRIER agrees to render Service to CUSTOMER at the locations, prices, frequencies and liability limits set forth in Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.
- (b) Non-deliverables: When delivery of a Shipment cannot be made for any reason, CARRIER shall notify CUSTOMER and return the Shipment to CUSTOMER or to CARRIER'S vault for storage. Notification of such return shall be promptly given to CUSTOMER.
- (c) Premise Time: CUSTOMER understands that time is of the essence to CARRIER'S business; therefore, CUSTOMER agrees that CARRIER'S messenger shall be present no more than a maximum of five (5) minutes to make a pickup and/or delivery of Property. If said premise time exceeds the time stated herein, it is agreed that the messenger may leave and that such departure shall not be a breach of this Agreement. CUSTOMER may call and request that a Service call be made by CARRIER subsequent to such departure. By requesting same, CUSTOMER agrees to pay for said additional Service call at a rate to be established by mutual agreement, such charges to be in addition to regular Service charges.

**SECTION IV. INSURANCE.**

- (a) All Risk Insurance: CARRIER agrees at all times during the life of this Agreement to purchase and maintain insurance with a responsible insurance company to cover the loss or destruction of Property handled or protected by CARRIER, its agents or employees, on behalf of CUSTOMER pursuant to this Agreement. CARRIER agrees to furnish CUSTOMER with written evidence of compliance with this provision. It is understood and agreed that CARRIER shall not be liable in any capacity for loss or harm to CUSTOMER'S Property or for damages directly and/or proximately flowing from loss or harm to CUSTOMER'S Property while said Property is in the possession of CARRIER, nor shall CARRIER'S insurance carrier be required to cover such damages when same are caused by any of the following:
  - 1. Hostile or warlike action in time of peace or war, including but not limited to, action which hinders, combats or defends against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or by military naval or air forces, or by an agent of any government power, authority or force;
  - 2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - 3. Any accident or catastrophe occurring at a government or private facility employing the use of atomic fission or radioactive energy whether in time of peace or war;
  - 4. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transport or trade.
- (b) Other Insurance: CARRIER shall maintain during the performance of the Services the following insurance.
  - (i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law.
  - (ii) Comprehensive or Commercial General Liability Insurance (bodily injury and property damage), the limits of liability of such Insurance shall not be less than \$ 1,000,000 combined single limit per occurrence.
  - (iii) Automobile Bodily Injury and Property Damage Liability Insurance, covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$ 1,000,000 combined single limit per occurrence.

**SECTION V. CUSTOMER INDEMNITY**

- (a) Indemnity: CARRIER agrees to defend, indemnify and hold harmless CUSTOMER from all claims, demands, actions and causes of action for damage or injury, including death, that are hereafter made or brought against CUSTOMER by any third party for the recovery of actual damages to the extent caused by reason of the negligence or willful misconduct of CARRIER, its employees or agents. CARRIER shall have no defense or indemnification obligation to CUSTOMER to the extent such damage or injury is caused by the negligence or willful misconduct of CUSTOMER, its employees or agents. In no case shall CARRIER be liable for or owe any duty of indemnification with respect to any exemplary, punitive or consequential damage claims by CUSTOMER or any third party arising from the loss or destruction of Property. CARRIER'S obligation with respect to any claim for damages by CUSTOMER or any third party with respect to any Property shall not exceed the Maximum Shipment Liability.

**SECTION VI. CARRIER LIABILITY**

- (a) Maximum Shipment Liability: Except as provided above, it is understood and agreed that CARRIER and its insurance company will be liable for loss of or damage to CUSTOMER Property inclusive of Reconstructive damage up to the maximum sum for each Shipment as set forth in Schedule A, which sum is the agreed maximum value of any single Shipment ("Maximum Shipment Liability"). The Service and liability obligations assumed by CARRIER and the rates charged by CARRIER are based, in part, upon the values of Shipments as declared herein by CUSTOMER, for the safe delivery or return of any Shipment of CUSTOMER'S in the possession of CARRIER, or in the possession of the agents or employees of CARRIER pursuant to the terms of this Agreement, it is therefore expressly agreed by the CUSTOMER that the provisions of this Agreement dealing with Maximum Shipment Liability to be accepted by CARRIER from the CUSTOMER for delivery to consignee, or from consignee, may not be waived or amended by any agent of CARRIER, but that such waiver or amendment may be made only with the written consent of an officer of CARRIER. CARRIER will not be liable for loss or damage to Property consigned to it in excess of the Maximum Shipment Liability unless CUSTOMER has paid all excess liability charges to the CARRIER for all Shipments of Property with a value in excess of the Maximum Shipment Liability amount.
- (b) Force Majeure: CARRIER shall not be in breach of this contract nor be liable in any capacity for damages, including but not limited to loss of interest, directly and/or proximately flowing from any delay in or failure to make pickups or deliveries on CUSTOMER'S behalf pursuant to the terms of this Agreement due to causes beyond CARRIER's reasonable control, including strikes, work stoppages, lockouts, epidemics, pestilence, strikes by CUSTOMER or consignee's employees, work stoppages by CUSTOMER or consignee's employees, lockouts by CUSTOMER or consignee, war, rebellion, insurrection, hostilities, legal process, court action, mechanical failure, accidents, fires, acts of God, storms, flood, closed transportation routes or other causes beyond CARRIER'S reasonable control. It is understood and agreed that CARRIER is not a guarantor of any pickup or delivery times that may be established from time to time by custom, practice or agreement. Any such times are mere approximations or estimates; however, CARRIER agrees to use reasonable efforts to accommodate pickup and delivery times requested by CUSTOMER and agreed to by CARRIER.
- (c) LIABILITY CAP: EXCEPT IN THE CASE OF A SHIPMENT OF PROPERTY, WHEREIN THE MAXIMUM SHIPMENT LIABILITY LIMIT SET FORTH IN SCHEDULE A SHALL APPLY, CARRIER'S LIABILITY FOR DAMAGES (WHETHER A CLAIM THEREFOR IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, OR OTHERWISE) CONNECTED WITH, OR ARISING UNDER, THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CARRIER FOR SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE FIRST EVENT THAT IS THE SUBJECT OF THE FIRST CLAIM (OR, IF TWELVE (12) MONTHS HAVE NOT YET ELAPSED SINCE THE EFFECTIVE DATE, THEN THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO CARRIER UNDER THIS AGREEMENT).

**SECTION VII. PROCEDURES.**

- (a) Authorized Messengers: CARRIER agrees to furnish CUSTOMER the CARRIER's secure Authorized Agent Card procedure to conduct deposit pickup and change order delivery. CUSTOMER may rely upon the Authorized Agent Card as evidence of authority of the messenger. CARRIER assumes no liability for Property delivered to any employee or other person, except those who display an Authorized Agent Card and arrive in full uniform.
- (b) Shipment Requirements: CUSTOMER agrees to cause all Shipments to be made by means of CUSTOMER placing CUSTOMER'S Property in Sealed packages or containers, of a mutually agreed upon type and design, which clearly and distinctly indicates the name and address of the consignor as well as the name and address of the consignee. CUSTOMER further agrees to clearly and distinctly set forth the value of each Shipment on the outside of the Sealed packages or container. CUSTOMER agrees that CARRIER, its agents or employees, shall have the right to refuse to pickup Shipments of Property which are not Sealed and properly marked by CUSTOMER as set forth above and that CARRIER assumes no liability for any damages or loss which may result as a consequence of such refusal to make a pickup. CUSTOMER further agrees that CARRIER shall not be liable for any mysterious disappearance of, shortage or damage to the contents of any Shipment unless the Shipment was properly Sealed at the time of delivery to CARRIER and shows evidence of tampering at the time CARRIER delivers said package to the consignee and the consignee immediately notes, in writing, the evidence of tampering on CARRIER'S receipt document. Absent notation on CARRIER'S receipt document by the consignee at the time of receipt, the burden of proof shall be on the CUSTOMER to show the CARRIER is responsible for such loss or claim related to a Sealed container said to contain Property. The parties agree that, while CUSTOMER may keep its own receipt and log book for its own internal purposes, CARRIER's receipt document shall be deemed the presumptive controlling document with respect to all Services rendered, including, without limitation, deposits delivered and received, timing, losses, shortages, overages, investigations, claims or litigation.
- (c) Duration of Shipment Liability: CARRIER'S possession of CUSTOMER'S Shipment begins only after an authorized messenger employed by CARRIER signs a receipt for and receives said Shipment into his/her physical custody, thereafter CARRIER'S possession of CUSTOMER'S Property terminates when and as an agent or consignee designated by CUSTOMER receives physical custody (i.e. physical possession or control) of the Shipment. It is understood and agreed that CARRIER'S liability for the handling or protection of CUSTOMER'S Property arises and exists solely and concurrently with CARRIER'S possession thereof.
- (d) Consequential Damages: IT IS UNDERSTOOD AND AGREED THAT UNDER NO CIRCUMSTANCES OR THEORY OF LIABILITY SHALL CARRIER AND/OR CARRIER'S INSURANCE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO CUSTOMER OR ANY THIRD PARTY DIRECTLY OR ON BEHALF OF CUSTOMER RESULTING FROM OR OCCASIONED BY THE LOSS OF OR DAMAGE TO ANY SHIPMENT OF PROPERTY DELIVERED TO CARRIER PURSUANT TO THIS AGREEMENT.
- (e) Claims: It is understood and agreed that under no circumstances shall CARRIER and/or CARRIER'S insurance company be liable or responsible for any claim for loss of or damages to CUSTOMER'S Property which is not submitted in writing to the CARRIER within the greater of ninety (90) days after the date that said loss or damage is discovered or the minimum notice requirement under the law of the jurisdiction where the Service took place. Within thirty (30) days after the giving of written notice of a claim of loss or damage, CUSTOMER agrees to furnish CARRIER a detailed written statement of the circumstances surrounding such loss or damages as well as detailed written proof of such loss or damages in form reasonably satisfactory to CARRIER, which proof of loss shall be substantiated by the books, records and accounts of CUSTOMER and shall be subscribed and sworn to by CUSTOMER or its duly authorized officer. Failure of CUSTOMER to comply with the foregoing shall relieve and release CARRIER of any liability to CUSTOMER with respect to such claimed loss or damage.



- (f) Checks. CUSTOMER shall maintain an accurate record of all checks placed in any Shipment given to CARRIER and in the event of a loss, CUSTOMER agrees to promptly, diligently and completely cooperate with CARRIER in the Reconstruction and replacement of lost, destroyed or stolen checks which had been contained in any such Shipment. CARRIER'S sole liability shall be the payment to CUSTOMER of: (i) reasonable costs necessary to Reconstruct the checks plus any necessary costs because of stop payment procedures; (ii) the face value of checks that cannot be Reconstructed, provided adequate proof of the value thereof is presented to CARRIER, except those checks which would not be collectable at the time of loss, but not to exceed the limit of \$5,000.00 per Shipment for the unidentified checks. The maximum liability of CARRIER for the checks shall in no event exceed the Maximum Shipment Liability limit set forth in Schedule A which includes the aforesaid \$5,000.00 for the unidentified checks. Complete cooperation shall include but not be limited to, recovery of hard copy or electronic records of checks including, without limitation, point of sale information created by its employees, agents or customers; as well as, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all of its legal and equitable rights against said makers. CUSTOMER agrees that CARRIER and CARRIER'S insurance company shall not be liable for damages directly or proximately flowing from CUSTOMER'S breach of this provision. Upon payment of a loss pursuant to this Agreement, CARRIER or its insurance company shall be subrogated to all CUSTOMER'S rights and remedies of recovery therefore. The CUSTOMER shall assign to the CARRIER, CUSTOMER'S right to receive payment under any check(s) for which CARRIER has reimbursed CUSTOMER and CUSTOMER shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment.

## **SECTION VIII. GENERAL.**

- (a) Payment for Services: CUSTOMER agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests. Payment is due net 30 days from the date any invoice is received the Williamson County Auditor's Office. CUSTOMER understands and agrees that CARRIER reserves the right to charge interest as permitted by applicable law, per month or fraction thereof, on all balances that are not paid within 30 days following the time frames detailed in Section VIII (b) below. CUSTOMER further understands and agrees that CARRIER shall not be responsible to issue credits for erroneous billings that are more than ninety (90) days old as of the date the credit is requested. The prices quoted on Schedule A do not include state sales and transportation related taxes, local sales and transportation-related taxes or federal sales and transportation related taxes.
- (b) 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 CUSTOMER 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 CUSTOMER in accordance with Texas Government Code Section 2251.025.
- (c) Cost Increases: After the first year of the Term, Service rates will automatically increase annually by three percent (3%). CARRIER shall have the right to charge a surcharge for fuel as set forth in the matrix below, a security surcharge of five percent (5%), and insurance cost increases, provided that CARRIER must give CUSTOMER at least ninety (90) days' notice prior to implementing any charges related to insurance cost increases.
- (d) No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of CUSTOMER, the Williamson County Commissioners Court, or the Williamson County Judge.
- (e) Custom Fuel Surcharge Index and Methodology:  
Our fuel surcharge calculation method is based on the 3 week rolling average of the U. S. Energy Information Administration (eia.doe.gov). The Department of Energy website is updated every Tuesday and the National

average is the benchmark used.

Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix:

For any 3-week U.S. National Average Diesel Fuel price over \$4.00 add an additional 1% for every \$0.25 per gallon increase.

<u>Per Gallon</u>	<u>Surc</u>
Below-	0%
\$2.501-	1%
\$2.751-	2%
\$3.001-	3%
\$3.251-	4%
\$3.501-	5%
\$3.751-	6%
\$4.00	

- (f) Jurisdiction and Venue. The parties agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue of this Agreement shall be Williamson County, Texas
- (g) Change in Conditions. CARRIER may increase the charges set forth in Schedule A upon written notice to CUSTOMER in the event of a change in economic conditions beyond CARRIER's reasonable control that increases the operating costs incurred by CARRIER, subject to express approval of the Williamson County Commissioners Court.
- (h) Termination for Breach. Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach is not cured within said time, the non-breaching party may terminate the contract effect the next day by giving a written notice of termination.
- (i) Termination for Convenience: Beginning on the first anniversary of the Effective Date of this Agreement, 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, CUSTOMER will only be liable to pay CARRIER for Services rendered prior to the effective date of termination.
- (j) Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a CARRIER does not desire proprietary information in the Agreement 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. CUSTOMER 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. 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 CARRIER, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the CARRIER.

To the extent, if any, that any provision in this Agreement or the CARRIER's RFP Response 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

(k) Integration, etc.: This Agreement shall become effective only when approved and signed by authorized representatives of the parties hereto. This Agreement, including all attachments, schedules and exhibits constitutes the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not embodied herein shall be of any force and effect. This Agreement shall be binding in accordance with its terms upon the parties hereto and their respective transferees, assigns and successors in interest; provided, however, this Agreement may be assigned by CARRIER to any parent, subsidiary, or affiliated corporation which it may hereafter acquire or with which it may be merged or consolidated, or to any corporation acquiring the business and assets of CARRIER, but this Agreement shall not be otherwise assigned by either party hereto without the prior express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement may be altered, amended, or superseded solely by means of a writing signed by the parties hereto. The headings hereof are for convenience only and have no bearing on the interpretation of the terms of the Agreement.

(i) Right to Audit: Except as otherwise provided below, CARRIER shall create and maintain at its principal business office and preserve for a period of four (4) years from the date of their preparation, records of its business conducted under this Agreement. For purposes of clarity, CARRIER will not retain teller trash and surveillance videos will not be retained for more than ninety (90) days. CARRIER agrees that CUSTOMER or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CARRIER which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, not more than once annually. CARRIER agrees that CUSTOMER shall have access during normal working hours to all necessary CARRIER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CUSTOMER shall give CARRIER at least fourteen (14) days prior written notice of intended audits. Any audits shall be subject to CARRIER's security protocols, including but not limited to verification of credentials of auditors, search of any containers, purses, briefcase or backpacks brought onto CARRIER's site and escort while on CARRIER's site.



**IN WITNESS WHEREOF**, the parties hereto intending to be bound have caused this Agreement to be executed, effective as of the Effective Date first written above, by their duly authorized representatives.

**Carrier**

GARDA CL Southwest, Inc.

By:

\_\_\_\_\_  
(Signature)

Jennifer Frankel

\_\_\_\_\_  
(Printed Name)

Title:

SVP, Finance

**Customer**

Williamson County

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Title:



## Schedule A

### FOR OFFICE USE ONLY

Customer Account: Williamson County	Contract: <b>29536 (130-714621)</b>
-------------------------------------	-------------------------------------

GARDA CL Southwest, Inc. ("CARRIER") and Williamson County ("CUSTOMER") agree that effective January 02, 2020 this Schedule A amends and is incorporated into the Armored Car Service Agreement between the parties (the "Agreement") dated as of January 02, 2020 (the "Contract Date") by adding or amending the following Customer rates, schedules, lists, liabilities, days, Term and/or terms.

(I) Term

The Agreement shall be in full force and effect from January 02, 2020 until January 01, 2023 (the "Expiration Date") unless earlier terminated by either party as permitted under Section VIII(h) or (i) prior to the Expiration Date.

(II) Holidays

CUSTOMER acknowledges that CARRIER observes the following Holidays for which a Holiday Service rate as set forth in Section III below shall apply.

- |                            |                      |                              |
|----------------------------|----------------------|------------------------------|
| (1) New Year's Day         | (6) Independence Day | (10) Thanksgiving Day        |
| (2) Martin Luther King Day | (7) Labor Day        | (11) Christmas Day           |
| (3) Presidents Day         | (8) Columbus Day     | (12) Family Day (NV Only)    |
| (4) Easter                 | (9) Veteran's Day    | (13) Admission Day (NV Only) |
| (5) Memorial Day           |                      | (14) Pioneer Day (UT Only)   |

It is understood and agreed that when a Holiday falls on a Sunday the following Monday shall constitute the Holiday; when a Holiday falls on a Saturday the preceding Friday, that Saturday, or the following Monday shall constitute the Holiday.

Status	**Effective Date	**Service Location	**Address	City	ST	**Product	**Monthly Price	Item Allowance	Liability Limit
Draft	1/2/20	Williamson County Treasurer's Office	710 SOUTH MAIN STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County Tax Assessor Main	904 SOUTH MAIN STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County Cedar Park Annex	350 DISCOVERY BOULEVARD	CEDAR PARK	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County Taylor Annex	412 VANCE STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	\$518.00	5	\$50,000.00
Draft	1/2/20	Williamson County Jester Annex	1801 EAST OLD SETTLERS BOULEVARD	ROUND ROCK	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County and Cities Health Dist	355 TEXAS AVENUE	ROUND ROCK	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Health Dist - Georgetown	100 WEST 3RD STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson County Justice Center	405 MARTIN LUTHER KING JR STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$419.00	5	\$50,000.00
Draft	1/2/20	Williamson County Sheriff's Office	508 SOUTH ROCK STREET	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Justice of the Peace #4	211W WEST 6TH STREET	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson County Inner Loop Annex	301 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00

Draft	1/2/20	Williamson Cnty WilcoWayAnnex/P urch Dep	100 WILCO WAY	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$274.00	5	\$50,000.00
Draft	1/2/20	Williamson County EMS	3189 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Juvenile Facility Servic	1821 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Maint Facility/Road Dist	3151 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Regional Animal Shelter	1855 SE INNER LOOP	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Southwest Regional Park	219 PERRY MAYFIELD	LEANDER	TX	ARMORED TRANSPORTATION SERVICE	\$198.00	5	\$50,000.00
Draft	1/2/20	Williamson Cnty Cntl TX Treatment Cntr.	601 NORTH ALLIGATOR STREET	GRANGER	TX	ARMORED TRANSPORTATION SERVICE	\$100.00	5	\$50,000.00
Draft	1/2/20	Williamson County Expo Center	210 CARLOS G PARKER BOULEVARD NW	TAYLOR	TX	ARMORED TRANSPORTATION SERVICE	\$119.00	5	\$50,000.00
Draft	1/2/20	Williamson County / Berry Springs Park	1801 COUNTY ROAD 152	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	\$119.00	5	\$50,000.00

(\*\* Flagged for GARDA CL internal purposes only.)

The following rate schedule applies to the service locations listed above:

**Product		
ARMORED TRANSPORTATION SERVICE		Williamson County Treasurer's
Description	Price (\$)	Unit of Measure
OFF DAY IN-ROUTE \$ (Surcharge to base rate)	50.0000	TR
DED ARMORED CAR SERV 2 HR MIN	150.0000	HR
EXCESS LIABILITY (\$000's) \$	.5000	PT
EXCESS ITEMS \$	1.9500	UN
EXCESS PREMISE TIME	3.9500	MN
HOLIDAY SERVICE \$	65.0000	TR

(\*\* Flagged for GARDA CL internal purposes only.)

\* [N] By placing a “Y” in this box, CUSTOMER agrees and confirms that it captures such information as it deems necessary to fully reconstruct all checks in each Shipment. Accordingly, CUSTOMER, subject to the terms and conditions in the Agreement, declines any coverage by and waives any liability against CARRIER above the amount set forth in the Maximum Shipment Liability Checks, in exchange for not being assessed any excess liability charges for checks included in any Shipment above the Maximum Shipment Liability Checks amount. Otherwise, by placing an “N” in this box, the terms of Sections VI(a) & VII(f), will apply and additional and excess liability charges will be assessed for amounts in excess of the Maximum Shipment Liability Checks.

(IV) Days of Services									
**Service Location	City	State	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Williamson County Treasurer's Office	GEORGETOWN	TX	N	Y	Y	Y	Y	Y	N
Williamson County Tax Assessor Main	GEORGETOWN	TX	N	Y	Y	Y	Y	Y	N
Williamson County Cedar Park Annex	CEDAR PARK	TX	N	Y	Y	Y	Y	Y	N
Williamson County Taylor Annex	TAYLOR	TX	N	Y	Y	Y	Y	Y	N
Williamson County Jester Annex	ROUND ROCK	TX	N	Y	Y	Y	Y	Y	N
Williamson County and Cities Health Dist	ROUND ROCK	TX	N	Y	N	Y	N	Y	N
Williamson Cnty Health Dist - Georgetown	GEORGETOWN	TX	N	Y	N	Y	N	Y	N
Williamson County Justice Center	GEORGETOWN	TX	N	Y	Y	Y	Y	Y	N
Williamson County Sheriff's Office	GEORGETOWN	TX	N	Y	N	Y	N	Y	N
Williamson Cnty Justice of the Peace #4	TAYLOR	TX	N	Y	N	Y	N	Y	N
Williamson County Inner Loop Annex	GEORGETOWN	TX	N	Y	N	Y	N	Y	N

Williamson Cnty WilcoWayAnnex/Purch Dep	GEORGETOWN	TX	N	Y	N	Y	N	Y	N
Williamson County EMS	GEORGETOWN	TX	N	N	Y	N	N	Y	N
Williamson Cnty Juvenile Facility Servic	GEORGETOWN	TX	N	N	Y	N	N	Y	N
Williamson Cnty Maint Facility/Road Dist	GEORGETOWN	TX	N	N	Y	N	N	Y	N
Williamson Cnty Regional Animal Shelter	GEORGETOWN	TX	N	N	Y	N	N	Y	N
Williamson Cnty Southwest Regional Park	LEANDER	TX	N	N	N	Y	N	Y	N
Williamson Cnty Cntl TX Treatment Cntr.	GRANGER	TX	N	N	N	Y	N	N	N
Williamson County Expo Center	TAYLOR	TX	N	N	N	Y	N	N	N
Williamson County / Berry Springs Park	GEORGETOWN	TX	N	N	N	Y	N	N	N

(\*\* Flagged for GARDA CL internal purposes only.)

**Carrier**

GARDA CL Southwest, Inc.

By:



(Signature)

Jennifer Frankel

(Printed Name)

Title:

SVP, Finance

**Customer**

Williamson County

By:

(Signature)

(Printed Name)

Title:

## Solicitation summary (1919)

### Details

Reference number:

Procedure: Sealed without Preselection

Description:

#### **SOLICITATION NOTICE:**

Notice is hereby given that Williamson County will be accepting sealed Proposals for the above-mentioned goods and/or services.

**Williamson County prefers and request electronic submittal of this Proposal.** However paper proposals will currently still be received. Instruction for submission via hard-copy are included in this RFP.

#### **GENERAL INFORMATION:**

Williamson County desires to contract an Armored Courier Service Company for the transport of cash, checks and general mail, for delivery from county offices to the County Treasurer's office and to a designated bank or the bank's "Vault".

Armored courier service is being considered under the terms and conditions as outlined but these specifications should not be considered as a complete list of possible needs. Using your expertise in providing secured transport of departmental bank deposits, you may add to the response additional items that should be addressed in establishing a contract for timely and efficient services.

#### **INITIAL CONTRACT TERM:**

One (1) Year

#### **RENEWAL OPTIONS:**

Two (2) Annual Renewals

#### **PRE-PROPOSAL MEETING:**

Monday September 16th, 10AM in the Purchasing Training Room  
100 Wilco Way, Suite P104  
Georgetown, TX 78626

#### **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](mailto: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)

- Garda CL Southwest, Inc (Garda CL Southwest, Inc)

## Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 4)
  - Wilco Purchasing
    - Participant since : Oct 1 2019 10:50:58 AM
    - Removed on : Aug 21 2019 10:05:08 AM
  - Garda CL Southwest, Inc
    - Participant since : Sep 6 2019 2:20:26 PM
  - American Security Products Company
    - Participant since : Sep 4 2019 1:14:59 PM
  - Brinks
    - Participant since : Aug 21 2019 9:26:31 AM
- **Offer phase** (Number of offers in phase: 2)
  - Brinks (Brinks) Time and date of submitting: Oct 1 2019 12:24:02 PM
  - Garda CL Southwest, Inc (Garda CL Southwest, Inc) Time and date of submitting: Oct 1 2019 12:08:56 PM
- **Evaluation** (Number of offers in phase: 1)
  - Garda CL Southwest, Inc (Garda CL Southwest, Inc)
- **Offer-verification** (Number of offers in phase: 1)
  - Garda CL Southwest, Inc (Garda CL Southwest, Inc) Time and date of submitting: Dec 3 2019 10:57:47 AM
- **Awarding** (Number of offers in phase: 1)
  - Garda CL Southwest, Inc (Garda CL Southwest, Inc)

## Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Jul 31 2019 9:12 AM	—	Erica Smith
Preparation	Phase	Jul 31 2019 9:12 AM	Aug 20 2019 2:00 PM	
Offer phase	Phase	Aug 20 2019 2:00 PM	Oct 1 2019 1:00 PM	
Q&A Deadline	Date	Sep 24 2019 4:00 PM	—	
Evaluation	Phase	Oct 1 2019 1:00 PM	Nov 15 2019 4:00 PM	
Consensus Meeting	Date	Oct 23 2019 12:00 AM	—	
Offer-verification phase	Phase	Nov 15 2019 4:00 PM	Dec 3 2019 4:00 PM	
Award phase	Date	Dec 3 2019 4:00 PM	—	

## Results

- **Offer phase** (Aug 20 2019 - Oct 1 2019)

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
Rank	Name								
1	Garda CL Southwest, Inc	6	–	–	24	–	\$5,906	88.57%	Yes
2	Brinks	–	2	2	–	–	\$10,678	0%	No

- **Evaluation**

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
Rank	Name								
1	Garda CL Southwest, Inc	6	–	–	24	–	\$5,906	88.57%	Yes

- **Offer-verification** (Nov 15 2019)

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Allowed to next phase
Rank	Name							
1	Garda CL Southwest, Inc	–	–	–	2	–	–	Yes

- **Awarding**

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price
Rank	Name						
1	Garda CL Southwest, Inc	–	–	–	2	–	–

## Contracts

There are no contracts added

## Comments

No comments



To: Mrs. Erica Smith-Purchasing  
From: Scott Heselmeyer, Treasurer  
Subject: Armored Courier Service  
RFP 1919  
Re: RFP Evaluation

D. Scott Heselmeyer  
County Treasurer

In response to Solicitation #1919 the Purchasing Department received one responsive bid and one unresponsive bid from companies desiring to provide service for Williamson County.

The Evaluation Committee, with Purchasing Department overview, reviewed the proposals.

After reviewing the proposals and considering the pricing, Garda is the best overall selection for courier service for Williamson County.

The Williamson County Treasurer recommends that Garda be awarded the courier service contract for Williamson County. - Solicitation #1919.

Thank you,

Scott Heselmeyer



**WILLIAMSON COUNTY**

Phone 512.943.1540 Fax 512.943.1590  
710 Main Street, Suite 105  
Georgetown, Texas 78626

**Commissioners Court - Regular Session****23.****Meeting Date:** 12/10/2019

Reject Submittals RFQ #2281 Child Advocacy Center Building and Advertise New RFQ

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on rejecting the one submittal received for RFQ #2281 Williamson County Child Advocacy Center New Building Design and authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Williamson County Child Advocacy Center New Building Design under RFQ #2832. Funding Source is P530.

**Background**

Purchasing solicited sealed statements of qualifications for Williamson County Child Advocacy Center New Building Design. Due to a lack of participation, Facilities is recommending that the court reject the one proposal received and a new solicitation be issued. The purpose of this solicitation is for Williamson County to find an experienced firm to provide professional Architectural/Engineering (also referred to herein as "A/E") design services and construction administration services for a new building on the existing Williamson County Child Advocacy Center site. At a minimum, the technical areas of services required are: architectural, civil engineering, structural engineering, mechanical engineering and electrical engineering professional services. Department point of contact is Dale Butler. Funding source P530.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 12/04/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/04/2019 04:42 PM  
12/04/2019 04:51 PM  
Started On: 12/04/2019 07:52 AM



**Commissioners Court - Regular Session****24.****Meeting Date:** 12/10/2019

Advertisement Approval 2814 RFCSP Civil/Electrical Work at Sheriff's Office Gun Range

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Civil/Electrical Work at Sheriff's Office Gun Range under RFCSP #2814. Funding source is P470.

**Background**

Williamson County is seeking proposals from qualified suppliers for work necessary to facilitate the installation of a prefabricated magazine building. Work will include civil and electrical. Department point of contact is Bob Lubecker. Funding source P470.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 12/04/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/04/2019 04:43 PM  
12/04/2019 04:52 PM  
Started On: 12/04/2019 07:57 AM

**Commissioners Court - Regular Session****25.****Meeting Date:** 12/10/2019

Authorize issuing 2855 RFP Fire and Safety Inspection, Testing and Maintenance Services

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Fire and Safety Inspection, Testing and Maintenance Services, under RFP 2855.

**Background**

Williamson County is seeking qualified Contractors to provide Fire and Safety Inspection, Testing, Maintenance, and Repair Services. Christy Stromberg and Shantil Moore are the Points of Contact and Funding Source line item(s) Testing 100-509-4500 & Maintenance/Repair 100-509-4510 were submitted for FY2020 budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/05/2019 10:48 AM

12/05/2019 10:51 AM

Started On: 12/05/2019 08:49 AM

**Commissioners Court - Regular Session****26.****Meeting Date:** 12/10/2019

Authorize issuing 2841 IFB Bold Sundown Milling and Inlay

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Bold Sundown Milling and Inlay under IFB 2841.

**Background**

Williamson County is seeking qualified Contractors to provide materials, experienced milling, prime coating, and inlay crews and equipment to resurface Bold Sundown from Claimjumper to CR 200. Department point of contact is Kon Kwan. Budget amount of \$354,531.00 Funding Source for FY 2020 is 01.0200.0210.003599

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/05/2019 10:47 AM

12/05/2019 10:50 AM

Started On: 12/05/2019 08:53 AM

**Commissioners Court - Regular Session****27.****Meeting Date:** 12/10/2019

Exempt Chemical Container, INC as Sole Source Provider for Multi- Purpose Spray Truck Components

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on exempting Chemical Container, INC from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Multi-Purpose Spray Body Truck Components.

**Background**

This is for the purchase of Multi- purpose Spray Truck Components to be installed on a Ford F-550 Cab and Chassis. This includes the Bed, Tank, Pump and Engine. The cost for the Multi- Purpose Spray Components is \$65,681.08 and is included in the total cost of the Ford F-550 purchase that is presented as a separate agenda item. The sole source posting was in BidSync for 14 days with no competitive responses received. Point of contact is Terron Everton and Funding Source Approved for FY2020: 01.0200.0210.005700

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Sole Source Packet Chemical Container, INC

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.

Form Started By: Johnny Grimaldo  
Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 10:58 AM  
12/05/2019 03:58 PM  
Started On: 12/05/2019 09:38 AM



Purchasing Department

12/10/19

Williamson County Commissioners Court

Re: Sole Source recommendation for Chemical Containers, Inc.

Dear County Judge and Commissioners,

Recently our Road and Bridge Department made a request for a purchase from Chemical Containers, Inc. for a multipurpose spray truck. These actions require qualification as a **sole source purchase of the spray truck which utilizes fully-incorporated herbicide and de-icing systems. This equipment is supplied only by Chemical Containers, Inc. who is the owner, and the only provider of this equipment.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Terron Evertson, County Engineer
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items

**The term of this Sole Source exemption will be effective for 36 months from the date of approval.**

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker  
Purchasing Agent/Director  
Williamson County Purchasing Department

## Solicitation summary (2612)

### Details

Reference number:

Procedure: Sealed without Preselection

Description:

Williamson County, Texas intends to award a sole-source contract with **Chemical Containers** for the following item(s): **Design and Build a custom multipurpose spray truck for both herbicide and deicing application**

**THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.**

Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by **10:00 AM** on November 27, 2019 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

---

#### **PARTICIPATION:**

Interested Suppliers can view the full details of the Solicitation by clicking the '**PARTICIPATE**' button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

**\*\*\* I DON'T SEE A PARTICIPATE BUTTON \*\*\***

You must be on the <https://platform-us.negometrix.com> website in order to access Williamson County's Solicitation information.

---

#### **SUPPORT**

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: [servicedesk.us@negometrix.com](mailto: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)

The winner has not been announced

### Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 1)
  - Websmart Chevrolet LLC
    - Participant since : Nov 14 2019 9:08:52 AM
- **Offer phase** (Number of offers in phase: 0)



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

## Sole Source Justification Request

### Definition of a Sole Source Purchase

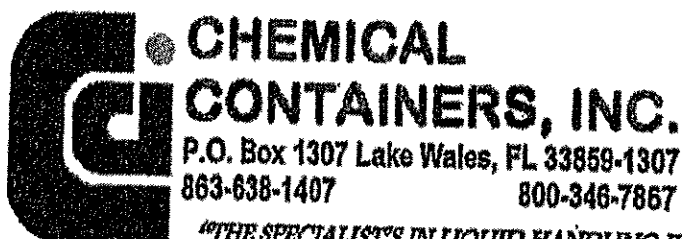
Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all Sole Source Justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☒ This request form completed and signed
- ☒ A written quote from the supplier, listing the goods, services and pricing
- ☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item needed.
- ☒ Notarized Sole Source affidavit completed by the supplier
- ☒ Signed letter of recommendation from the Elected Official or County Department Head.  
Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.



*"THE SPECIALISTS IN LIQUID HANDLING PRODUCTS & EQUIPMENT"*

## QUOTATION

DATE:	September 9, 2019
ATTN:	Ron Roberts
TO:	Williamson County
FAX:	
PH:	

PAGE 1 of 1
FROM: Andrew Motis
FAX: 863-638-1863
RE: Spray Truck

**Thank you for the opportunity to offer the following quotation:**

### Scope of Work

CCI to provide a new Ford F-850 cab and chassis to install aluminum bed and spray applicator components. Cab and chassis is single axle, dual wheels, and approximately 84" cab to axle. OEM back up camera integrated into the rear view mirror. The camera lens will ship loose for installation in bed.

### Multipurpose Spray Truck Components

#### **Bed:**

- All Welded Heavy-Duty Aluminum Flatbed, 8' X 12'
- Aluminum Expanded Metal Headboard
  - Follow Cab Contour, Only as Wide as the Cab
- Two 36" Aluminum Boxes Under Bed
- Fold-up Ladder
- LED Strobe Above Cab and Rear of Bed & Whelen Traffic Advisor Light Bar
  - Positioned to Not Flash in the Cab
- Storage Rack/Cubby Between cab and Tank for Gas Can, Cooler, 30 gal. drum, and Hand Wash Tank
- Reese Hitch in Rear Bumper
  - 2" Receiver, 21" Ground to Bottom of Receiver
- DEF fill
  - Position Fill Cap to insure Good Fill Hose Angle to Tank.

#### **Tank:**

- 525 Gallon Polyethylene Horizontal Lag Tank
  - 48" Diameter x 71" Length
  - Graduations Towards Cab
  - Positive Drain Through Bed, for Cleaning Tank
  - Jet agitation
- Drivers side remote fill
  - Over the Top with Fixed Air Gap, Not Removable
  - 2" Female Cam Lock with Valve

#### **Pump and engine:**

- 8 HP Electric Start Honda with Remote Start in Cab
- Hypro Stainless Steel Centrifugal Pump with 12-Volt Clutch
  - Step-Up Pulley to Reduce Engine RPM
  - Steel Belt Guard
  - Manual Agitation Valve at Pump
  - Suction Filter with Drain, through Bed

FINANCING AVAILABLE BY





**Handgun / Hose reel:**

- Electric Rewind Hose Reel
- Swivel Lock with Position Lock
- Rewind Push Button on Hose Reel
- 300' Ag Spray Hose
- JD8 Handgun, Quick Coupler, Small Cut-Off Valve at Handgun

**Front Mounted Aluminum spray boom:**

- Mounted through and Below Bumper
- Passenger Side Spray Head with Spring Breakaway
  - 35" from Bottom of Spray Head Shield to Ground
- Tow Hooks must be Accessible or Remounted to Front of Boom
- Roadside 6-section Stainless Steel Shielded Spray Head

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- Check Valve Behind each Spray Tip
- 12-volt Actuator to Pitch Spray Head, Up and Down
- TeeJet 6-Valve Manifold with 430 Series Flow-Back Valves
  - Mount at Front of Truck on Spray Boom
  - Pressure Filter and Cut-off Valve at Valve Manifold
  - Tips Sized to Provide Spray Coverage from Curb and Gutter up to 30'.

**Rear Stainless Steel Dicing Boom:**

- Mounted on Body Side of Rear Bumper of Truck.
- Three Lane Coverage with Tip Selection
  - 2 GPM Straight Stream Tip, Tri-Stream, and Fan Tip For Vehicle Path
  - Boombuster 437 Tips to Spray Lanes 2 & 3.
- TeeJet 3-Valve Manifold with 450 Series Valves
  - In Cab Operation

**Chemical Tanks and Pumps**

- Three 7.5 Gallon Removable Chemical Tanks
- 2 Cab Controlled with Rate Automation Peristaltic Chemical Pumps.

**Controller and Switchbox:**

- MidTech Tasc 6300 Rate Controller with GPS Speed Output, Injection Control, and Pressure Control.
  - 9-Boom Switchbox with Handgun
- In-Cab Switchbox to Control:
  - Engine Start and Pump Clutch
  - 12-volt Cylinders on Spray Heads (Till)
  - All Mounted on an Articulating Arm Assembly for Passenger or Driver Operation of Spray System.
- Spray System Set Up to be Utilized as an Injection Spray System or Tank Mix.

Total cost.....\$58,881.08  
Delivery.....\$2,200.00  
Training.....\$3,500.00

Total.....\$65,881.08  
Price Does Not Include Cab & Chassis or Tax if Applicable.

Thank you,  
*John M.*





## PRODUCT PRICING SUMMARY

**GOODBUY 19-8F000 VEHICLES**

**VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: WILLIAMSON COUNTY

Prepared by: MICHAEL WILEY

Contact: KEVIN TELLER

Phone: 254-541-9061

Email: kevin.teller@wilco.org

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD F-550

Date: October 22, 2019

A. Bid Item: 7.18 ALT A. Base Price: \$ 32,018.00

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -	F5G	2020 REGULAR CAB DRW 4X2 CHASSIS	INCL
				VINYL SEATS; RUBBER FLOOR	INCL
				A/C; AM/FM/MP3/SYNC RADIO	INCL
				84" CAB TO AXLE	INCL
			99T	6.7L DIESEL; 10-SPD AUTOMATIC	\$ 9,325.00
				PTO PROVISION	INCL
			872	REAR VIEW CAMERA PREP PKG	\$ 415.00

Total of B. Published Options: \$ 9,740.00

Published Option Discount (5%) \$ (487.00)

**C. Additional Options [not to exceed 25%] \$= 1.1 %**

Options	Bid Price	Options	Bid Price
WHITE	COLOR	FORD DROP SHIP TO FLORIDA	\$ 450.00
120-150 DAYS ESTIMATED	DELIVERY		
TO CHEMICAL CONTAINERS IN FLORIDA			

Total of C. Unpublished Options: \$ 450.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Subcontractor Equipment Price: CHEMICAL CONTAINERS INC 9/9/19 QUOTE \$ 65,681.08

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 107,402.08

I. Quantity Ordered 1 x K = \$ 107,402.08

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 107,702.08

**Requestor Name and County Office/Department:**

**Requestor Title and Phone Number:** Terron Evertson, County Engineer  
(512) 943-3330

**Requested Single Sole Source Supplier:**

**Company Name:** Chemical Containers, Inc.  
**Contact Name:** Andrew Motis  
**Address:** 413 ABC Road  
**City, State, Zip:** Lake Wales, FL 33859  
**Phone Number:** (800 ) 346-7867  
**Email:** amotis@chemicalcontainers.com  
**Website:** www.chemicalcontainers.com

**Is the recommended supplier the manufacturer?** Yes

**Does the manufacturer sell the item(s) through distributors?** Yes

**Description of the Product or Service:** (If additional space is needed, include in a separate page)  
*Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.*

Chemical Containers, Inc is a custom heavy-duty equipment manufacturer who would design and build a custom multipurpose spray truck for both herbicide and deicing applications. The product they would like to provide is a custom heavy-duty aluminum flatbed, supplied by Chemical Containers, Inc, mounted on a Ford F-550 chassis. The Ford F-550 would be purchased by Williamson County through Goodbuy Co-Op and drop-shipped to Chemical Containers, Inc by Co-Op vendor (Silsbee Ford). The flatbed will contain a 525-gallon polyethylene horizontal leg tank with remote fill, (3) seven and a half gallon chemical tanks, (2) peristaltic chemical pumps, an 8hp Honda engine coupled with a stainless steel Hypro centrifugal pump with a 12V clutch. It will also include an electrical hose reel with 300 ft of hose, DOT safety lighting and various storage solutions. The front of the truck will have a 5 section roadside spray head equipped with a boombuster and straight stream tips for curbside spraying with actuated tilt and manual pivot for median spraying. Rear mounted three lane deicer bar. Complete system is cab controlled with a GPS-Speed output controlling console. Estimated coast includes delivery and training.

**Schedule:** *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".* 90-120 days after receipt of Ford F-550 Cab and Chassis

**Estimated Cost:** \$ 65,681.08

## SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☐ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed:
  - ☐ To be compatible or interchangeable with existing hardware
  - ☐ As a spare or replacement hardware
  - ☐ For the repair or modification of existing hardware
  - ☐ For technical evaluation or testing
- ☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed? If so, please list and describe such attempts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ There is a substantial risk in selecting another product or service provider. If so, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ It is not possible to obtain competitive bids for consideration. If so, why: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ Are there any other companies who can provide the services or needed items? If so, please list and provide explanation of why they were unable to meet the requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☒ List any other sources, suppliers, products or service providers that you reviewed in your selection process: Roadside, Inc., Cibolo Trucks, and Norstar Industries.

- ☒ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

Internet searches and telephone

## ACKNOWLEDGEMENT

- ☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

- ☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date:

November 4, 2019

Signature\*:

[Handwritten Signature]

*\* By typing your name, this is equivalent to a legal signature*

**NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.**



YOUR SPECIALISTS IN LIQUID HANDLING PRODUCTS  
P.O. BOX 1307 • LAKE WALES, FL 33859-1307  
TELEPHONE (883) 638-1407 • FAX (863) 638-1863  
www.chemicalcontainers.com

October 15, 2019

To whom it may concern,

Chemical Containers, Inc. should be considered the sole source provider for Williamson County's multipurpose spray truck. We've worked in the herbicide and deicing industries for years, and we can marry the two into one single multipurpose unit. Customer satisfaction and safety is our number one goal. Please read below for further detail.

Chemical Containers, Inc is a custom manufacturer who got started in agriculture. We have a fabrication shop where we tend to over-engineer our skids, trailers, and trucks- and a lot of our equipment is still in the field after 10, 20, and 30 years with minimal wear and tear. Everything is assembled with the word *heavy-duty* in mind. We build our equipment to last, and we are proud of what we build. When it comes to metal work everything is welded and not bolted together or molded. We test everything before it leaves- and you wind up with a superior product. Simply put, you get what you pay for with us. We have a warehouse full of stock- so if the pump gives out after a few seasons we can get one coming to you the same day. We offer customer service for the life of the equipment and have experts who can walk you through troubleshooting and detecting the source of an issue if one arises. If it handles liquid, we can build it and have been for over 36 years. We care about our customers and their equipment long after they've left the shop. Our goal is to make our customers the best equipment we can and to help them keep the equipment running for many years to come.

We also care about our customers wellbeing, so we manufacture our equipment to help eliminate potential risks. The fill systems we use on our carrier tanks have a cam-lock and knife valve attachment, so there is no need to climb on to the equipment to remove a lid to fill a tank. Every operating component is accessible from the ground in order to eliminate potential slip and falls. Since there is no need to climb on to the equipment, there is nothing to fall off of.

We prefer to manufacture the equipment we provide out of aluminum since it is just as strong as steel, but will save weight, will not rust, and is much less likely to corrode. These qualities allow more features to be included on a truck since there is less weight, and will also allow the system to have more operational time since there is considerably less wear and tear.

Please consider us to be the sole source provider of your multipurpose spray trucks. If you have any questions or concerns, please give us a call right away. Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Andrew Motis', is written over a light blue horizontal line.

Andrew Motis  
Government Sales



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

## NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

### KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared ANDREW MOTIS, who after being duly sworn on oath stated the following:

My name is ANDREW MOTIS. My title is GOVERNMENT SALES.  
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

#### Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: 500 GALLON MULTIPURPOSE SPRAYTRUCK. I am the sole-source supplier of this item because: HIGH QUALITY & SAFETY FEATURES & WORLD CLASS CUSTOMER SUPPORT. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 15 day of OCTOBER, 2019.

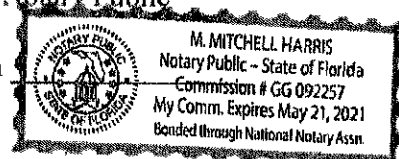
Andrew Motis  
[Signature]

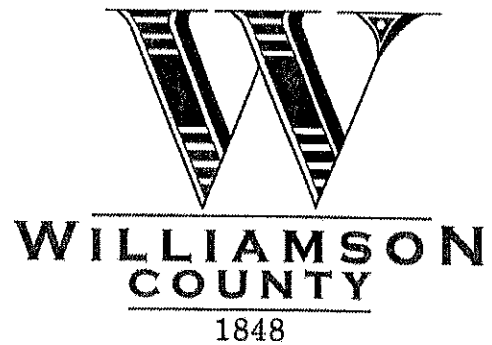
ANDREW MOTIS, GOVT SALES  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on OCTOBER 15, 2019, by  
ANDREW MOTIS  
[Printed Name]

[Signature] [Signature] Notary Public

State of FLORIDA  
My Commission expires on





October 28, 2019

Mr. Randy Barker  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, TX 78626

Subject: Sole Source Recommendation Letter for Purchase of Multipurpose Spray Truck

The Williamson County Road & Bridge Division is responsible for maintaining over 1,400 miles of roadway and aiding in the response to emergency situations such as ice storms, flooding and fires. Maintenance activities include pothole patching, street sign replacement, paving, and roadside vegetation control. Road crews also barricade flooded low water crossings during rain events and apply deicing spray on bridges in anticipation of freezing temperatures. Given the diversity of our division's responsibilities, equipment that can efficiently perform more than one task is essential. One such piece of equipment is a multipurpose spray truck for applying both herbicide and deicing liquid. We have determined that Chemical Containers, Inc. is the only vendor that can supply this type of truck to the needed specifications. The purchase of a multipurpose spray truck from Chemical Containers, Inc. should be considered sole source because our own research has proven this specific item impracticable to bid, and the vendor's quoted cost is reasonable and customary.

Our internal research has determined that competitively bidding a multipurpose spray truck is unlikely to yield an equivalent product because the field of herbicide truck vendors is narrow, and it is further narrowed when a fully-incorporated deicing system is also needed. Based on our previous experiences with herbicide trucks and deicer systems, we believe it is absolutely necessary to have a fully-incorporated system. If the herbicide and deicing systems are not fully-incorporated, there is duplication of all pumps, tanks and engines, and maintenance costs double. Alternatively, incorporating a deicer system into our existing herbicide trucks would increase maintenance costs because the deicer liquid corrodes the cast iron pumps.

We began our research by finding three vendors online that sell herbicide trucks. They were located in Alabama, Washington and Florida, and each was contacted to discuss our specific need. The vendor in Washington was unable to meet this need but did offer a secondary tank and separate spray system for deicing. The vendor in Alabama was also unable to meet this need because it does not manufacture deicing equipment. Chemical Containers, Inc., the vendor in Florida, confirmed that it could manufacture the vehicle in house using a single tank and one plumbing system.



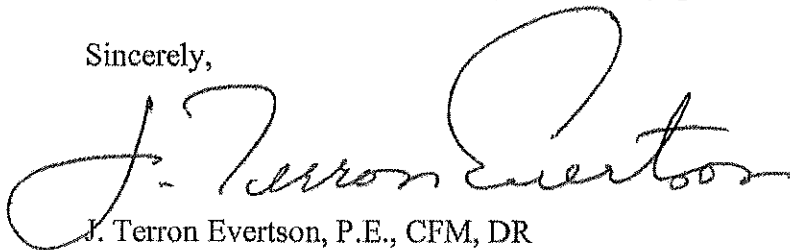
The quoted cost of this truck from Chemical Containers, Inc., \$107,702, is reasonable and customary because it includes significant equipment components, a custom-built system, delivery and training. The multipurpose spray truck will be comprised of an aluminum flatbed mounted on a Ford F-550 chassis with a cab. Within the flatbed will be a 525 gallon tank, three 7.5 gallon removable chemical tanks, two peristaltic chemical pumps, an eight horsepower engine, a stainless steel centrifugal pump and an electric hose reel. Herbicide will be dispensed through the front mounted aluminum spray boom, and the rear bumper will hold the stainless steel deicing boom. The entire system is controlled from within the cab with a GPS-speed output controlling console. In comparison, the herbicide truck that we purchased three years ago cost \$93,193 and required the addition of aftermarket deicer components.

In an effort to best comply with the Purchasing Department's procurement guidelines, we are coordinating with the GoodBuy Purchasing Cooperative and Silsbee Ford for the purchase of the F-550 chassis and cab. This arrangement would allow us to purchase the F-550 on-contract and have it shipped to Chemical Containers, Inc. for the customization and installation of the bed, tanks, pumps and booms. As a result, only the \$65,681 needed for this installation work will require sole source exemption.

Based on our inability to find another vendor to meet our specific needs and the reasonable cost we have been quoted, I am recommending the multipurpose spray truck from Chemical Containers, Inc. be considered a sole source purchase. I am confident that our own thorough research into other options provides ample evidence that a competitive bid would not yield an equivalent product, and we have also had external confirmation of this. Recently the City of Plano contacted us. They were looking for a similar truck and, based on their own research, agreed that Chemical Containers, Inc. was the only vendor that could supply it.

Please feel free to contact me if you have any question or concerns.

Sincerely,

A handwritten signature in black ink, reading "J. Terron Evertson". The signature is fluid and cursive, with a large, stylized initial "J" and a long, sweeping underline.

J. Terron Evertson, P.E., CFM, DR  
County Engineer  
Williamson County, TX

**Commissioners Court - Regular Session****28.****Meeting Date:** 12/10/2019

Authorize the purchase of a Ford F-550 Cab and Chassis from Silsbee Ford through Good buy Purchasing Cooperative

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the proposal for a Ford F-550 Cab and Chassis with Multi-Purpose Spray Body from Silsbee Ford in the amount of \$107,702.08 pursuant to GoodBuy Contract 19-8F000 Vehicles, and authorizing the purchase.

**Background**

This is for the purchase of a Ford F-550 Cab and Chassis at \$42,021.00 and utilizing the GoodBuy Contract 19-8F000Vehicles. The proposal also includes the Multi-Spray Components in the amount of \$65,681.08 which was addressed in the previous agenda item where it was exempted from bidding, resulting in a total quote amount of \$107,702.08. Point of contact is Terron Everton and Funding Source Approved for FY2020: 01.0200.0210.005700

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Silsbee Quote

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 10:58 AM

12/05/2019 03:59 PM

Started On: 12/05/2019 09:40 AM



## PRODUCT PRICING SUMMARY

GOODBUY 19-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY

Prepared by: MICHAEL WILEY

Contact: KEVIN TELLER

Phone: 254-541-9061

Email: kevin.teller@wilco.org

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD F-550

Date: October 22, 2019

A. Bid Item: 7.18 ALT A. Base Price: \$ 32,018.00

### B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -	F5G	2020 REGULAR CAB DRW 4X2 CHASSIS	INCL
				VINYL SEATS; RUBBER FLOOR	INCL
				A/C; AM/FM/MP3/SYNC RADIO	INCL
				84" CAB TO AXLE	INCL
			99T	6.7L DIESEL; 10-SPD AUTOMATIC	\$ 9,325.00
				PTO PROVISION	INCL
			872	REAR VIEW CAMERA PREP PKG	\$ 415.00

Total of B. Published Options: \$ 9,740.00

Published Option Discount (5%) \$ (487.00)

### C. Additional Options [not to exceed 25%]

\$= 1.1 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR	FORD DROP SHIP TO FLORIDA	\$ 450.00
120-150 DAYS ESTIMATED	DELIVERY		
TO CHEMICAL CONTAINERS IN FLORIDA			

Total of C. Unpublished Options: \$ 450.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Subcontractor Equipment Price: CHEMICAL CONTAINERS INC 9/9/19 QUOTE \$ 65,681.08

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 107,402.08

I. Quantity Ordered 1 x K = \$ 107,402.08

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 107,702.08

**Commissioners Court - Regular Session****29.****Meeting Date:** 12/10/2019

Management of Park Related Projects

**Submitted For:** Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for a general engineering project management and consultation for administration and oversight of Park Bond projects and Capital Improvement Projects related to parks.

**Background**

Park Bond related projects have previously been managed through a combination of efforts involving the Parks Department, Facilities Department, Purchasing and other County related support. Consideration for general engineering project management and consultation for administration and oversight of park related projects would enhance the opportunities to realize project efficiencies in the areas of time and costs.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 08:06 AM

Started On: 12/04/2019 05:08 PM

**Commissioners Court - Regular Session****30.****Meeting Date:** 12/10/2019

Jail Renovations P411 - Vaughn Change Order #3

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehsnig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the Jail Renovations Project, P411, Change Order #3 from JT Vaughn Construction in the amount of \$27,285.00 to approve additional electrical scopes of work. This change order is being funded by the Project Contingency and 0100.1008.005300.

**Background**

Change order to approve funding for low voltage cable removal and additional lighting upgrades.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Change Order 3

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 11/25/2019

**Reviewed By**

Andrea Schiele

**Date**

11/25/2019 02:01 PM

Started On: 11/22/2019 03:00 PM

# **AIA® Document G701™ – 2017**

## **Change Order**

<b>PROJECT:</b> <i>(Name and address)</i> Williamson County Jail Renovation Project 508 S Rock Street Georgetown, TX 78626	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: 4/2/19	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 003  Date: 11/21/19
<b>OWNER:</b> <i>(Name and address)</i> Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	<b>ARCHITECT:</b> <i>(Name and address)</i> Talex, Inc. Engineers 6300 La Calma Drive, Suite 100 Austin, Tx 78752	<b>CONTRACTOR:</b> <i>(Name and address)</i> J.T. Vaughn Construction, LLC 10355 Westpark Drive Houston, TX 77042

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Change Order No. 003 includes the Vaughn Change Order for the Change Proposals 9 & 10 for Vaughn Project No. 2719-01.

CP-09 - Additional Hours for Low Voltage Cable Removal

CP-10 - Replacing (62) 2 x 4 fixtures in various locations in the jail

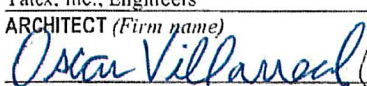
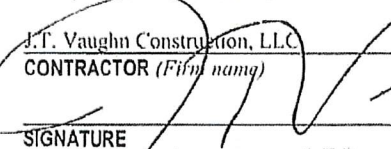
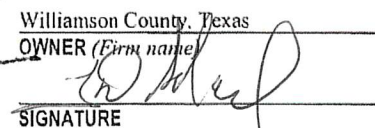
The original Contract Sum was	\$ 1,180,500.00
The net change by previously authorized Change Orders	\$ 160,479.00
The Contract Sum prior to this Change Order was	\$ 1,340,979.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,285.00
The new Contract Sum including this Change Order will be	\$ 1,368,264.00

The Contract Time will be increased by Twelve (12) days.

The new date of Substantial Completion will be 1/24/20

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Talex, Inc., Engineers <b>ARCHITECT</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Oscar Villarreal <b>PRINTED NAME AND TITLE</b> 11-22-19 <b>DATE</b>	J.T. Vaughn Construction, LLC <b>CONTRACTOR</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Mike Simpson <b>PRINTED NAME AND TITLE</b> 11-20-19 <b>DATE</b>	Williamson County, Texas <b>OWNER</b> <i>(Firm name)</i>  <b>SIGNATURE</b> Tom Stanfield <b>PRINTED NAME AND TITLE</b> 11-22-19 <b>DATE</b>
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6604 N. Lamar Blvd.  
Austin, TX 78752

T: (512) 663-7461  
F: (512) 681-9752

October 23, 2019

Tom Stanfield  
Williamson County, Texas  
3101 SE Inner Loop  
Georgetown, TX 78626

Re: Jail Renovations

Job No: 271901

Subj: Change Proposal No. 271901-0009

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$7,827 (seven thousand eight hundred twenty-seven) dollars to provide Additional Hours for Low Voltage Cable Removal for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION

A handwritten signature in dark ink, appearing to read "Tom Morrill", written in a cursive style.

Thomas Morrill

Attachments:

CC:

## FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0009

**QUOTATION :**

Item	Labor	Materials	Subs	Total
Additional Hours for Low Voltage Cable Removal	\$0.00	\$0.00	\$6,177.00	\$6,177.00
Cleanup and Escorting	\$1,032.00	\$0.00	\$0.00	\$1,032.00

<b>Totals</b>	\$1,032.00	\$0.00	\$6,177.00	\$7,209.00
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Insurance, Tax, Benefits on Labor	\$0.00
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Overhead	\$0.00
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Fee on Subs	\$617.70
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Fee on JTV	\$0.00
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Bond	\$0.00
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Remodel Tax	\$0.00
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<b>TOTAL</b>	<b>\$7,826.70</b>
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TIME EXTENSION TO CONTRACT: 5 Days

Submitted Date: 10/23/2019

Accepted

VAUGHN CONSTRUCTION

By: \_\_\_\_\_

By:   
Thomas Morrill

Date \_\_\_\_\_

Proposal Valid for 10 Days





**Doyle Electric, LLC**  
917 Sixth St  
Marble Falls, Texas 78654  
Phone: 512-743-5534

## Request for Change Order

10/23/2019

**TO:**

Vaughn Construction  
Doug Boram  
Houston, Texas 77042

**JOB:**

Project: Jail Renovations  
306 W 4<sup>th</sup> St  
Georgetown, Texas 78626  
Change Order Number: 538-03

**CHANGE ORDER INFORMATION:** Additional Hours for Low Voltage Cable Removal

**WORK DESCRIPTION:** Includes (1) week of the (3) electricians for removal of additional low voltage cable at project. 120 total hours.

The total amount of this Change Order is: **\$6,177.00**

Total number of working days: Add 5 Days

**Exclusions:**

- Overtime
- Tax
- Existing Electrical/Low Voltage Conditions
- CMU Patching
- Paint

Sincerely,

*Dustin Doyle*

Dustin Doyle  
Doyle Electric, LLC  
512-743-5534

Item#	Description	Qty	Price	Price	Ext Price	Labor	Labor	Ext Labor
T0003	Demo of Existing LV Cables	1.00	0.00	E	0.00	120.00	E	120.00
					0.00			120.00

Change Order Summary	
Material Total	\$0.00
<b>Material Subtotal</b>	<b>\$0.00</b>
Electrician Hours	80.00
Electrician per Hour with Burden	\$33.07
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	40.00
Superintendent per Hour with Burden	\$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
<b>Labor Subtotal</b>	<b>\$5,039.60</b>
Consumables (6% of material)	\$0.00
Project Management (5% of labor)	\$251.98
Safety (\$0.50 per labor hour)	\$80.00
Equipment	\$0.00
Subcontractors	\$0.00
<b>Direct Costs Subtotals</b>	<b>\$331.98</b>
Total Costs Subtotal	\$5,371.58
Overhead & Profit (15%)	\$805.74
<b>CHANGE ORDER TOTAL</b>	<b>\$6,177</b>

## Change in Work - Cost Analysis Form

Project No. & Name:	2791-01 Wilco Jail Renovation	DATE	10/23/2019
Contractor Name:	Vaughn Construction	Change No.	009
Description of Change:	Vaughn Cleanup and Escorting		

<b>Work preformed by the Contractor's own employees</b>		<b>SUBTOTAL</b>	<b>\$</b>	<b>897.20</b>
Work up to \$10,000.00, add...	15.0%		\$	134.58
Work between \$10,000.01 and \$20,000.00, add...	10.0%		\$	-
Work greater than \$20,000.00, add...	7.5%		\$	-

Sales Tax 8.25%	\$	-
<b>TOTAL FOR THIS CHANGE PROPOSAL</b>	<b>\$</b>	<b>1,031.78</b>



6604 N. Lamar Blvd.  
Austin, TX 78752

T: (512) 663-7461  
F: (512) 681-9752

November 05, 2019

Tom Stanfield  
Williamson County, Texas  
3101 SE Inner Loop  
Georgetown, TX 78626

Re: Jail Renovations

Job No: 271901

Subj: Change Proposal No. 271901-0010

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$19,458 (nineteen thousand four hundred fifty-eight) dollars to provide replacing (62) 2 x 4 fixtures in various locations in the jail for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION

A handwritten signature in dark ink, appearing to read "Tom Morrill", written in a cursive style.

Thomas Morrill

Attachments:

CC:

## FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0010

**QUOTATION :**

Item	Labor	Materials	Subs	Total
replacing (62) 2 x 4 fixtures in various locations in the jail	\$0.00	\$0.00	\$16,376.00	\$16,376.00
Cleanup and Escorting	\$1,444.00	\$0.00	\$0.00	\$1,444.00

<b>Totals</b>	\$1,444.00	\$0.00	\$16,376.00	\$17,820.00
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Insurance, Tax, Benefits on Labor	\$0.00
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Overhead	\$0.00
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Fee on Subs	\$1,637.60
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Fee on JTV	\$0.00
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Bond	\$0.00
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Remodel Tax	\$0.00
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<b>TOTAL</b>	<b>\$19,457.60</b>
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TIME EXTENSION TO CONTRACT: 7 Days

Submitted Date: 11/5/2019

Accepted

VAUGHN CONSTRUCTION

By:   
Thomas Morrill

By: \_\_\_\_\_

Date \_\_\_\_\_

Proposal Valid for 10 Days





**Doyle Electric, LLC**  
917 Sixth St  
Marble Falls, Texas 78654  
Phone: 512-743-5534

## Request for Change Order

11/4/2019

**TO:**

Vaughn Construction  
Doug Boram  
Houston, Texas 77042

**JOB:**

Project: Jail Renovations  
306 W 4<sup>th</sup> St  
Georgetown, Texas 78626  
Change Order Number: 538-04

**CHANGE ORDER INFORMATION:** Additional 62 Lighting Fixtures – Various Areas

**WORK DESCRIPTION:** Includes replacing (62) 2 x 4 fixtures in various locations in the jail. Please note the current "A" fixtures are out of stock, with an estimated 4 week ship time. Attached is a similar fixture which aesthetically matches the "A" fixtures and is in stock.

The total amount of this Change Order is: **\$16,376.00**

Total number of working days: Add 7 Days (not included delivery time frames)

**Exclusions:**

- Overtime
- Tax
- Existing Electrical/Low Voltage Conditions
- CMU Patching
- Paint

Sincerely,

*Dustin Doyle*

Dustin Doyle  
Doyle Electric, LLC  
512-743-5534

Item#	Description	Qty	Price	Price	Ext Price	Labor	Labor	Ext Labor
10125	Demo 2'x4' Recessed Fixture	62.00	0.00	E	0.00	0.50	E	31.00
5178	L.E.D. 2'x4' Lay-In	62.00	116.56	E	7226.72	1.00	E	62.00
6132	Yellow Insulated Connector22-10	186.00	108.64	M	20.21	4.00	C	7.44
6133	Tool/Material Travel/Pick-up	1.00	0.00	E	0.00	14.60	E	14.60
6134	Security Access	1.00	0.00	E	0.00	14.60	E	14.60
T0001	Fixture Support Wires	1.30	37.50	E	48.75	12.50	E	16.25
					7295.68			145.89

<u>Change Order Summary</u>	
Material Total	\$7,295.68
<b>Material Subtotal</b>	<b>\$7,295.68</b>
Electrician Hours	97.26
Electrician per Hour with Burden	\$33.07
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	48.63
Superintendent per Hour with Burden	\$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
<b>Labor Subtotal</b>	<b>\$6,126.89</b>
Consumables (6% of material)	\$437.74
Project Management (5% of labor)	\$306.34
Safety (\$0.50 per labor hour)	\$72.95
Equipment	\$0.00
Subcontractors	\$0.00
<b>Direct Costs Subtotals</b>	<b>\$817.03</b>
Total Costs Subtotal	\$14,239.60
Overhead & Profit (15%)	\$2,135.94
<b>CHANGE ORDER TOTAL</b>	<b>\$16,376</b>



## FEATURES & SPECIFICATIONS

**INTENDED USE** — The EPANL Series LED Edge-Lit Flat Panel provides a fully luminous appearance across the face of the lens. This provides a soft, glare-free solution that is visually comfortable within the space. Suitable for many lighting applications including schools, offices and other commercial spaces, retail, convenience stores, hospitals and healthcare facilities. **Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate.** [Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.](#)

**CONSTRUCTION** — Built to last with an aluminum frame for strength and durability, the seamless frame prevents light leak in the corners. The satin white lens provides excellent shielding and fully luminous appearance. EPANL's low-profile design provides increased installation flexibility especially in restricted plenum spaces. The back plate includes integral T-bar clips for installation into 15/16" T-grid ceilings. Clips for 9/16" T-grid installation are available. See Accessories section on bottom of page. This must be ordered as a separate item. Fixture may be mounted and wired in continuous rows.

**CONTROLS** — Optional integrated nLight® controls make each luminaire addressable - allowing it to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Connection to nLight is simple. It can be accomplished with integrated nLight AIR wireless or through standard Cat-5 cabling. nLight offers unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission, while nLight AIR is commissioned easily through an intuitive mobile app.

**ELECTRICAL** — Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. High Efficiency EPANL maintains 97.7% of lumens at 60,000 hours (L97/60,000). 0-10V dimming driver, dims to 1% or 10% and contains non-isolated dimming leads.

**LISTINGS** — CSA certified to meet US and Canadian standards. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/QPL](http://www.designlights.org/QPL) to confirm which versions are qualified. Intended for indoor use only. Damp location listed. IC rated. IP5X rated.

**WARRANTY** — 5-year limited warranty. Complete warranty terms located at: [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://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.

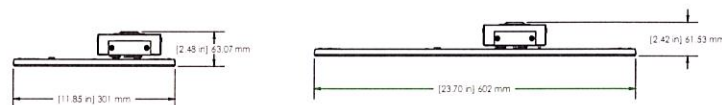
Catalog Number
Notes
Type

# EPANL LED

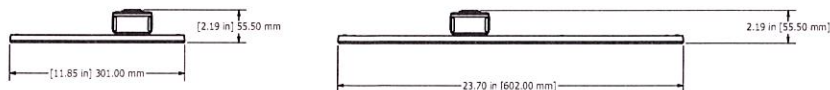
1'x4', 2'x2', and 2'x4'



Configurable fixture dimension



Stock fixture dimension



## ORDERING INFORMATION

Lead times will vary depending on options selected.

Example: EPANL 2X4 4000LM 80CRI 35K MINI MVOLT E10WCP NLTAIR2 RIO

Series	Width and Length	Lumens	CRI	Color Temperature	Minimum Dimming Level <sup>1</sup>
EPANL LED Flat Panel	1x4 1'x4'	Standard Lumens:	80CRI 80 CRI	35K 3500K 40K 4000K 50K 5000K	MIN10 Dims to 10% <sup>2</sup> MIN1 Dims to 1%
		1500LM 1500 Lumens			
		3000LM 3000 Lumens			
		4000LM 4000 Lumens			
		4800LM 4800 Lumens			
		6000LM 6000 Lumens			
	2x2 2'x2'	2000LM 2000 Lumens			
		3400LM 3400 Lumens			
		4000LM 4000 Lumens			
		4800LM 4800 Lumens			
	2x4 2'x4'	3000LM 3000 Lumens			
		4000LM 4000 Lumens			
		4800LM 4800 Lumens			
		5400LM 5400 Lumens			
		6000LM 6000 Lumens			
		6800LM 6800 Lumens			

Ordering continued on next page.



## Change in Work - Cost Analysis Form

Project No. & Name:	2791-01 Wilco Jail Renovation	DATE	11/5/2019
Contractor Name:	Vaughn Construction	Change No.	010
Description of Change:	Vaughn Cleanup and Escorting		

<b>Work preformed by the Contractor's own employees</b>	<b>SUBTOTAL</b>	<b>\$</b>	<b>1,256.08</b>
Work up to \$10,000.00, add...	15.0%	\$	188.41
Work between \$10,000.01 and \$20,000.00, add...	10.0%	\$	-
Work greater than \$20,000.00, add...	7.5%	\$	-

Sales Tax 8.25%	\$ -
<b>TOTAL FOR THIS CHANGE PROPOSAL</b>	<b>\$ 1,444.49</b>

**Commissioners Court - Regular Session****31.****Meeting Date:** 12/10/2019

North Campus Facility P324 - Change Order 69

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehsnig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #69 in the amount of \$10,092.00 to approve funding from within the existing contract for additional exterior masonry, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Construction Manager's Contingency.

**Background**

This change order is to provide and install additional masonry that was required by the City during the permitting process.

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Change Order 69

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:15 AM

Started On: 12/03/2019 10:48 AM



3171 SE Inner Loop  
Georgetown, TX  
78626

T: (512) 663-7461  
F: (512) 681-9752

November 20, 2019

Dwayne Gossett  
Williamson County, Texas  
3101 SE Inner Loop  
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0069

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide additional exterior masonry per the revised building A drawings for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION



Doug Baram

Attachments:

CC:

**FORM B**

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0069

## QUOTATION :

Item	Labor	Materials	Subs	Total
Additional exterior masonry per the revised building A drawings	\$0.00	\$0.00	\$10,092.00	\$10,092.00
To be funded by CM Contingency	\$0.00	\$(10,092.00)	\$0.00	\$(10,092.00)

Totals	\$0.00	\$(10,092.00)	\$10,092.00	\$0.00
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Insurance, Tax, Benefits on Labor	\$0.00
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Overhead	\$0.00
----------	--------

Fee on Subs	\$0.00
-------------	--------

Fee on JTV	\$0.00
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Bond	\$0.00
------	--------

Remodel Tax	\$0.00
-------------	--------

TOTAL	\$0.00
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TIME EXTENSION TO CONTRACT: 30 Days

Submitted Date: 11/20/2019

Accepted

VAUGHN CONSTRUCTION

By: By:   
Doug BeramDate 12-3-2019

Proposal Valid for 10 Days



S I N C E 1 9 8 9

Revised 11/15/2019  
November 7, 2019

ATTN: Doug Boram  
Vaughn Construction  
10355 Westpark Dr  
Houston, TX 77042-4312

PROJECT: WILCO NCF Bldg a  
LOCATION: Georgetown, TX

## CHANGE ORDER PROPOSAL

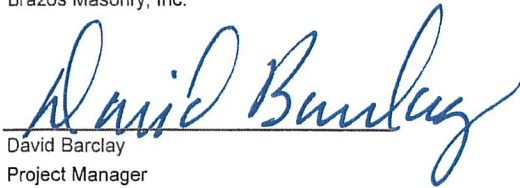
Doug,  
Below you will find pricing to perform additional work on the above referenced project.  
DESCRIPTION OF CHANGE: Added CMU at Maintenance Office

Per: Alternate 1 rev

ITEM	QUANTITY	UNIT OF	U/P	TOTAL	U/P	TOTAL	TOTAL
		MEASURE	LABOR	LABOR	MAT	MAT	
Foreman	32.5	HRS.	\$ 40.00	\$1,300.00			\$1,300.00
Masons	65	HRS.	\$ 26.00	\$1,690.00			\$1,690.00
Labor	130	HRS.	\$ 18.00	\$2,340.00			\$2,340.00
Operator	32.5	HRS.	\$ 20.00	\$650.00			\$650.00
4" Split Face	780	ea.			\$ 1.85	\$1,443.00	\$1,443.00
Type N Mortar	20	batches			\$ 14.50	\$290.00	\$290.00
SUB TOTAL				\$5,980.00		\$2,019.00	\$7,999.00
LABOR BURDEN @ 35.00%							\$2,093.00
SUB TOTAL							\$10,092.00
OVERHEAD @ 0.00%							\$0.00
PROFIT @ 0.00%							\$0.00
SUB TOTAL							\$10,092.00
GRAND TOTAL					Add		\$10,092.00

Please send a change order as soon as possible if this work is to take place. Work under this proposal will NOT take place unless formal change order is received.

Sincerely,  
Brazos Masonry, Inc.

  
David Barclay  
Project Manager

### Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,771	\$1,896,522		\$625,467	\$21,530,926	\$21,530,926
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,926
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,926
3	OCO	0	0	\$1,706	\$0	(\$1,727)	\$21		\$0	\$0	\$21,530,926
4	OCO	0	0	\$15,994	\$0	(\$15,994)	\$0		\$0	\$0	\$21,530,926
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,926
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,926
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,926
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,926
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,926
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,926
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,926
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,926
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,926
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,926
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,926
17	OCO	0	0	\$2,450	(\$2,450)	\$0	\$0		\$0	\$0	\$21,530,926
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,926
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,926
20	OCO	0	0	\$5,784	\$0	(\$5,856)	\$72		\$0	\$0	\$21,530,926
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,926
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,926
23	OCO	0	0	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,926
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,926
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,926
26	OCO	0	0	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,926
27R	OCO	0	0	\$2,687	\$0	(\$2,687)	\$0		\$0	\$0	\$21,530,926
28	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
29	OCO	0	0	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,926
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,926
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,926
32	OCO	0	0	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,926
33R	OCO	0	0	(\$28,265)	\$0	\$28,265	\$0		\$0	\$0	\$21,530,926
34	OCO	0	0	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,530,926
35	OCO	0	0	(\$168,250)	\$0	\$0	\$0		\$0	(\$168,250)	\$21,362,676
36	OCO	0	0	\$1,280	(\$1,280)	\$0	\$0		\$0	\$0	\$21,362,676
37	OCO	0	0	\$1,601	(\$1,601)	\$0	\$0		\$0	\$0	\$21,362,676
38R	OCO	0	0	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,362,676
39R	OCO	15	15	\$0	\$0	\$0	\$0		\$0	\$0	\$21,362,676
40R	OCO	0	0	(\$6,292)	\$0	\$6,292	\$0		\$0	\$0	\$21,362,676
41	OCO	0	0	(\$50,311)	\$0	\$50,311	\$0		\$0	\$0	\$21,362,676
42R	OCO	0	0	(\$44,494)	\$0	\$44,494	\$0		\$0	\$0	\$21,362,676
43R	OCO	0	0	\$24,129	\$0	(\$24,129)	\$0		\$0	\$0	\$21,362,676
44R	OCO	0	0	\$4,882	\$0	(\$4,882)	\$0		\$0	\$0	\$21,362,676
45R	OCO	0	0	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,362,676
46	OCO	168	168	\$1,304,051	\$0	\$0	\$132,086	(\$135,504)	\$49,367	\$1,350,000	\$22,712,676
47	OCO	0	0	\$1,112	\$0	(\$1,126)	\$14		\$0	\$0	\$22,712,676
48	OCO	0	0	\$35,771	\$0	(\$36,181)	\$410		\$0	\$0	\$22,712,676
49	OCO	0	0	\$2,541	(\$2,573)	\$0	\$32		\$0	\$0	\$22,712,676
50	OCO	4	4	\$4,392	(\$4,392)	\$0	\$0		\$0	\$0	\$22,712,676
51	OCO	4	4	\$5,759	\$0	(\$5,759)	\$0		\$0	\$0	\$22,712,676
52	OCO	0	0	(\$2,064)	\$0	\$2,064	\$0		\$0	\$0	\$22,712,676
53	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$22,712,676
54	OCO	0	0	\$20,376	\$0	(\$20,586)	\$210		\$0	\$0	\$22,712,676
55	OCO	0	0	(\$390)	\$0	\$390	\$0		\$0	\$0	\$22,712,676
56	OCO	0	0	\$5,676	\$0	(\$5,676)	\$0		\$0	\$0	\$22,712,676

**Funds Tracking Log**

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
57	OCO	0	0	\$63,922	(\$9,317)	(\$54,605)	\$0		\$0	\$0	\$22,712,676
58	OCO	0	0	\$24,379	\$0	(\$24,379)	\$0		\$0	\$0	\$22,712,676
59	OCO	0	0	\$2,107	\$0	(\$2,128)	\$21		\$0	\$0	\$22,712,676
60	OCO	0	0	\$1,631	\$0	(\$1,631)	\$0		\$0	\$0	\$22,712,676
61	OCO	0	0	\$48,990	\$0	(\$49,269)	\$279		\$0	\$0	\$22,712,676
62	OCO	0	0	\$19,344	(\$19,344)	\$0	\$0		\$0	\$0	\$22,712,676
63	OCO	0	0	\$6,533	\$0	(\$6,533)	\$0		\$0	\$0	\$22,712,676
64	Void	0	0	\$1,793,655	(\$170,864)	(\$37,964)	\$326,663	(\$955,147)	\$61,657	\$1,018,000	\$23,730,676
65	OCO	45	-	\$38,004	\$0	\$0	\$41,216	(\$80,526)	\$1,306	\$0	\$21,362,676
66	OCO	117	-	\$108,340	\$0	\$4,383	\$0	(\$112,723)	\$0	\$0	\$22,712,676
67	OCO	0	-	\$0	(\$6,560)	(\$17,915)	\$0		\$24,475	\$0	\$22,712,676
68	OCO	0	-	\$11,336	\$0	\$0	\$0	(\$11,336)	\$377	\$377	\$22,713,053
69	OCO	30	-	\$10,092	(\$10,092)	\$0	\$0	\$0	\$0	\$0	\$22,712,676
Current Amounts		393	201	\$21,835,927	\$27,934	\$0	\$2,399,779	(\$1,295,236)	\$762,649	\$23,731,053	\$23,731,053

**Commissioners Court - Regular Session****32.****Meeting Date:** 12/10/2019

North Campus Facility P324 - Change Order 70

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehsnig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #70 in the amount of \$27,456.00 to approve funding from within the existing contract for additional trim, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is to be funded by the Construction Manager's Contingency.

**Background**

This change order is to custom make and install sheet metal flashing and trim for transitions between PEMB, masonry and doors.

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Change Order 70

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:17 AM

Started On: 12/03/2019 10:49 AM





3171 SE Inner Loop  
Georgetown, TX  
78626

T: (512) 663-7461  
F: (512) 681-9752

November 20, 2019

Dwayne Gossett  
Williamson County, Texas  
3101 SE Inner Loop  
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0070

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide additional trim at the building A for transitions between PEMB, masonry, and doors for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,  
VAUGHN CONSTRUCTION

Doug Boram

A handwritten signature in black ink, appearing to read "DBM", written over the printed name "Doug Boram".

Attachments:

CC:

**FORM B**

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0070

## QUOTATION :

Item	Labor	Materials	Subs	Total
Additional trim at the building A for transitions between PEMB, masonry, and doors	\$0.00	\$0.00	\$27,456.00	\$27,456.00
To be funded by CM Contingency	\$0.00	\$(27,456.00)	\$0.00	\$(27,456.00)

Totals	\$0.00	\$(27,456.00)	\$27,456.00	\$0.00
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Insurance, Tax, Benefits on Labor	\$0.00
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Overhead	\$0.00
----------	--------

Fee on Subs	\$0.00
-------------	--------

Fee on JTV	\$0.00
------------	--------

Bond	\$0.00
------	--------

Remodel Tax	\$0.00
-------------	--------

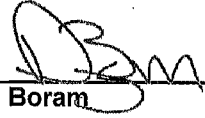
TOTAL	\$0.00
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TIME EXTENSION TO CONTRACT: 15 Days

Submitted Date: 11/20/2019

Accepted

VAUGHN CONSTRUCTION

By: By:   
Doug BoramDate 12-3-2019

Proposal Valid for 10 Days



2001 Angelique Ct.  
Leander, TX 78641  
(409) 289-6354

## Change Order

November 6, 2019

Vaughn Contruction  
Doug Boram  
6604 N. Lamar  
Austin, TX 78752

Change Order No: 1

RE: D&M Metal Works - Change Order for Wilco NCF Project # 233901-0041 **\$27,456.00**

*Reason for Change:*

Change Order in the amount of **\$27,456.00** for the Davis Bacon Worker Wage Rate and additional flashing needed for the PEMB.

Contractor – D&M Metal Works

Dustin Smith

Owner – Vaughn Construction

\_\_\_\_\_

### Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,771	\$1,896,522		\$625,467	\$21,530,926	\$21,530,926
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,926
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,926
3	OCO	0	0	\$1,706	\$0	(\$1,727)	\$21		\$0	\$0	\$21,530,926
4	OCO	0	0	\$15,994	\$0	(\$15,994)	\$0		\$0	\$0	\$21,530,926
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,926
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,926
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,926
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,926
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,926
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,926
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,926
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,926
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,926
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,926
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,926
17	OCO	0	0	\$2,450	(\$2,450)	\$0	\$0		\$0	\$0	\$21,530,926
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,926
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,926
20	OCO	0	0	\$5,784	\$0	(\$5,856)	\$72		\$0	\$0	\$21,530,926
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,926
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,926
23	OCO	0	0	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,926
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,926
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,926
26	OCO	0	0	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,926
27R	OCO	0	0	\$2,687	\$0	(\$2,687)	\$0		\$0	\$0	\$21,530,926
28	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
29	OCO	0	0	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,926
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,926
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,926
32	OCO	0	0	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,926
33R	OCO	0	0	(\$28,265)	\$0	\$28,265	\$0		\$0	\$0	\$21,530,926
34	OCO	0	0	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,530,926
35	OCO	0	0	(\$168,250)	\$0	\$0	\$0		\$0	(\$168,250)	\$21,362,676
36	OCO	0	0	\$1,280	(\$1,280)	\$0	\$0		\$0	\$0	\$21,362,676
37	OCO	0	0	\$1,601	(\$1,601)	\$0	\$0		\$0	\$0	\$21,362,676
38R	OCO	0	0	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,362,676
39R	OCO	15	15	\$0	\$0	\$0	\$0		\$0	\$0	\$21,362,676
40R	OCO	0	0	(\$6,292)	\$0	\$6,292	\$0		\$0	\$0	\$21,362,676
41	OCO	0	0	(\$50,311)	\$0	\$50,311	\$0		\$0	\$0	\$21,362,676
42R	OCO	0	0	(\$44,494)	\$0	\$44,494	\$0		\$0	\$0	\$21,362,676
43R	OCO	0	0	\$24,129	\$0	(\$24,129)	\$0		\$0	\$0	\$21,362,676
44R	OCO	0	0	\$4,882	\$0	(\$4,882)	\$0		\$0	\$0	\$21,362,676
45R	OCO	0	0	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,362,676
46	OCO	168	168	\$1,304,051	\$0	\$0	\$132,086	(\$135,504)	\$49,367	\$1,350,000	\$22,712,676
47	OCO	0	0	\$1,112	\$0	(\$1,126)	\$14		\$0	\$0	\$22,712,676
48	OCO	0	0	\$35,771	\$0	(\$36,181)	\$410		\$0	\$0	\$22,712,676
49	OCO	0	0	\$2,541	(\$2,573)	\$0	\$32		\$0	\$0	\$22,712,676
50	OCO	4	4	\$4,392	(\$4,392)	\$0	\$0		\$0	\$0	\$22,712,676
51	OCO	4	4	\$5,759	\$0	(\$5,759)	\$0		\$0	\$0	\$22,712,676
52	OCO	0	0	(\$2,064)	\$0	\$2,064	\$0		\$0	\$0	\$22,712,676
53	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$22,712,676
54	OCO	0	0	\$20,376	\$0	(\$20,586)	\$210		\$0	\$0	\$22,712,676
55	OCO	0	0	(\$390)	\$0	\$390	\$0		\$0	\$0	\$22,712,676
56	OCO	0	0	\$5,676	\$0	(\$5,676)	\$0		\$0	\$0	\$22,712,676

**Funds Tracking Log**

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
57	OCO	0	0	\$63,922	(\$9,317)	(\$54,605)	\$0		\$0	\$0	\$22,712,676
58	OCO	0	0	\$24,379	\$0	(\$24,379)	\$0		\$0	\$0	\$22,712,676
59	OCO	0	0	\$2,107	\$0	(\$2,128)	\$21		\$0	\$0	\$22,712,676
60	OCO	0	0	\$1,631	\$0	(\$1,631)	\$0		\$0	\$0	\$22,712,676
61	OCO	0	0	\$48,990	\$0	(\$49,269)	\$279		\$0	\$0	\$22,712,676
62	OCO	0	0	\$19,344	(\$19,344)	\$0	\$0		\$0	\$0	\$22,712,676
63	OCO	0	0	\$6,533	\$0	(\$6,533)	\$0		\$0	\$0	\$22,712,676
64	Void	0	0	\$1,793,655	(\$170,864)	(\$37,964)	\$326,663	(\$955,147)	\$61,657	\$1,018,000	\$23,730,676
65	OCO	45	-	\$38,004	\$0	\$0	\$41,216	(\$80,526)	\$1,306	\$0	\$21,362,676
66	OCO	117	-	\$108,340	\$0	\$4,383	\$0	(\$112,723)	\$0	\$0	\$22,712,676
67	OCO	0	-	\$0	(\$6,560)	(\$17,915)	\$0		\$24,475	\$0	\$22,712,676
68	OCO	0	-	\$11,336	\$0	\$0	\$0	(\$11,336)	\$377	\$377	\$22,713,053
69	OCO	30	-	\$10,092	(\$10,092)	\$0	\$0	\$0	\$0	\$0	\$22,712,676
70	OCO	15	-	\$27,456	(\$27,456)	\$0	\$0	\$0	\$0	\$0	\$22,712,676
Current Amounts		408	201	\$21,863,383	\$478	\$0	\$2,399,779	(\$1,295,236)	\$762,649	\$23,731,053	\$23,731,053

**Commissioners Court - Regular Session****33.****Meeting Date:** 12/10/2019

Awarding RFCSP 2124 Inner Loop Annex &amp; Radio Shop Building Renovations

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding RFCSP #2124 Inner Loop Annex & Radio Shop Building Renovations to the overall best value respondent JT Vaughn Construction LLC. and authorizing execution of the agreement. Funding source is P434.

**Background**

Purchasing solicited competitive sealed proposals for Inner Loop Annex & Radio Shop Building Renovations. Nine (9) suppliers participated in the solicitation process of which three (3) suppliers provided a response. After evaluation of all of the responses received, it was determined by the evaluation committee that Vaughn Construction submitted the overall best value response to the county. The awarded contract amount is \$3,761,000.00. Department point of contact is Dwayne Gossett.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Solicitation Summary](#)[Contract](#)

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 12/05/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/05/2019 09:54 AM  
12/05/2019 10:00 AM  
Started On: 12/05/2019 07:48 AM

## Solicitation summary (2124)

### Details

Reference number:

Procedure: Sealed without Preselection

Description:

**SOLICITATION NOTICE:**

Notice is hereby given that Williamson County will be accepting Competitive Sealed Proposals for the above-mentioned goods and/or services.

**Williamson County prefers and request electronic submittal of this Proposal.** However paper proposals will currently still be received. Instruction for submission via hard-copy are included in this RFCSP.

-----  
**GENERAL INFORMATION:**

Williamson County is seeking a qualified contractor to remodel two (2) existing buildings along with adding a walking track.

**ESTIMATED CONTRACT AMOUNT:**

\$4,000,000.00

**INITIAL CONTRACT TERM:**

365 Working Days

**RENEWAL OPTIONS:**

None

**SUBSTANTIAL COMPLETION (DAYS):**

305 Working Days

**FINAL COMPLETION (DAYS):**

60 Working Days

**LIQUIDATED DAMAGES:**

\$1,000.00 Per Day

**BONDS REQUIRED:**

Bid Bond  
Performance Bond  
Payment Bond

-----  
**PRE-PROPOSAL MEETING:**

A **MANDATORY** Pre-Proposal meeting will be held on September 18, 2019 at 10:00am at the Williamson County Inner Loop Annex located at 301 S.E. Inner Loop, Georgetown, TX 78626.

An optional second walk through will be held Friday September 27, 2019 at 9:00 am at the Inner Loop Annex to any interested vendors. Please note attendance at this walk through will not substitute attendance at the mandatory pre-proposal meeting. Questions will not be answered at the second walk through and must be submitted through Negometrix by the posted QA deadline.

-----  
**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.

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## **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)

- JT Vaughn Construction LLC (JT Vaughn Construction LLC)

## Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 9)
  - JT Vaughn Construction LLC
    - Participant since : Sep 20 2019 7:06:55 AM
  - Clark Roofing
    - Participant since : Sep 18 2019 4:33:49 PM
  - Prime Construction Company, Inc.
    - Participant since : Sep 18 2019 4:33:38 PM
  - G2 Construction Services, Inc.
    - Participant since : Sep 13 2019 3:16:42 PM
  - Central Texas AGC
    - Participant since : Sep 11 2019 3:20:51 PM
  - Virtual Builders Exchange
    - Participant since : Sep 11 2019 2:12:14 PM
  - Kitchell Contractors, Inc.
    - Participant since : Sep 11 2019 7:47:07 AM
  - Falkenberg Construction
    - Participant since : Sep 11 2019 7:14:42 AM
  - Jacob White Construction
    - Participant since : Sep 10 2019 12:40:55 PM
- **Offer phase** (Number of offers in phase: 3)
  - Kitchell Contractors, Inc. (Kitchell Contractors, Inc.) Time and date of submitting: Oct 10 2019 2:52:01 PM
  - Falkenberg Construction (Falkenberg Construction) Time and date of submitting: Oct 10 2019 2:54:34 PM
  - JT Vaughn Construction LLC (JT Vaughn Construction LLC) Time and date of submitting: Oct 10 2019 2:23:16 PM
- **Evaluation** (Number of offers in phase: 3)
  - Kitchell Contractors, Inc. (Kitchell Contractors, Inc.)
  - Falkenberg Construction (Falkenberg Construction)
  - JT Vaughn Construction LLC (JT Vaughn Construction LLC)
- **Offer-verification** (Number of offers in phase: 1)
  - JT Vaughn Construction LLC (JT Vaughn Construction LLC) Time and date of submitting: Dec 5 2019 7:27:14 AM
- **Awarding** (Number of offers in phase: 1)



- JT Vaughn Construction LLC (JT Vaughn Construction LLC)

## Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Sep 3 2019 2:48 PM	—	Blake Skiles
Preparation	Phase	Sep 3 2019 2:48 PM	Sep 10 2019 10:00 AM	
Offer phase	Phase	Sep 10 2019 10:00 AM	Oct 10 2019 3:00 PM	
Q&A Deadline	Date	Sep 27 2019 3:00 PM	—	
Consensus Meeting	Date	Oct 10 2019 12:00 AM	—	
Evaluation	Phase	Oct 10 2019 3:00 PM	Nov 8 2019 12:00 PM	
Offer-verification phase	Phase	Nov 8 2019 12:00 PM	Dec 10 2019 9:30 AM	
Preliminary Award	Date	Nov 12 2019 12:00 AM	—	
Final Award	Date	Nov 19 2019 9:30 AM	—	
Award phase	Date	Dec 10 2019 9:30 AM	—	

## Results

### • Offer phase (Sep 10 2019 - Oct 10 2019)

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
Rank	Name								
1	JT Vaughn Construction LLC	–	–	–	–	–	\$3,761,000	93.93%	Yes
2	Kitchell Contractors, Inc.	–	–	–	–	–	\$3,444,000	86.07%	Yes
3	Falkenberg Construction	–	–	–	–	–	\$3,256,094	70.63%	Yes

### • Evaluation

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Allowed to next phase
Rank	Name								
1	JT Vaughn Construction LLC	–	–	–	–	–	\$3,761,000	93.93%	Yes
2	Kitchell Contractors, Inc.	–	–	–	–	–	\$3,444,000	86.07%	No
3	Falkenberg Construction	–	–	–	–	–	\$3,256,094	70.63%	No

### • Offer-verification (Nov 8 2019)

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Allowed to next phase
Rank	Name							
1	JT Vaughn Construction LLC	–	–	–	–	–	—	Yes

### • Awarding

Result		Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price
Rank	Name						
1	JT Vaughn Construction LLC	–	–	–	–	–	—

## Contracts

There are no contracts added

# Comments

No comments



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

The **Owner:** Williamson County  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

and **Contractor** J.T. Vaughn Construction, LLC  
6604 N. Lamar  
Austin, TX 78752

for the **Project:** Inner Loop Annex & Radio Shop Building Renovations

**Architect:** KGA Architecture  
1701 Directors Blvd., Suite 770  
Austin, TX 78744

**AGREEMENT**, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and J.T. Vaughn Construction, LLC (hereinafter called "Contractor").

**WHEREAS**, the Owner desires to retain a Contractor for the Inner Loop Annex & Radio Shop Building Renovations (hereinafter called the "Project"),

**WHEREAS**, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

**NOW, THEREFORE**, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

## **ARTICLE 1     SCOPE OF WORK**

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

## **ARTICLE 2             CONTRACT DOCUMENTS**

**2.1**    The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

**2.2**    The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

**2.3**    The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

## **ARTICLE 3             CONTRACT TIME**

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within Three Hundred and Five (305) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within Sixty (60) calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

## **ARTICLE 4**

## **CONTRACTOR REPRESENTATIONS**

### **4.1**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY**

**5.1 Contract Price.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$3,761,000.00**

**5.2 Contract Payments.** Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

**5.3 Owner's Construction Contingency.** The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$190,000.00

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

**5.4 Allowable Overhead and Profit Markup on Changes in the Work.** In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.
- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## **ARTICLE 6            TIME**

**6.1    TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**6.2**    Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

**6.3    Liquidated Damages.**    Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

**One Thousand Dollars per calendar day (\$1,000.00/calendar day)**

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

## **ARTICLE 7            NOTICES**

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge  
710 Main Street, Ste. 101  
Georgetown, Texas 78626



with copy to:

Hal C. Hawes  
General Counsel to the  
Williamson County Commissioners Court  
710 Main Street, Suite 102  
Georgetown, Texas 78626

If to Contractor:

J. Thomas Vaughn  
10355 Westpark Drive  
Houston, TX 77042

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

## **ARTICLE 8            PARTY REPRESENTATIVES**

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Dwayne Gossett  
Facilities Project Manager  
Phone (512) 943-1611

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Doug Boram  
6604 N. Lamar  
Austin, TX 78752  
Phone (512) 663-7461

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

## **ARTICLE 9            ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contract Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY  
Williamson County, Texas,

J.T. Vaughn Construction, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: J. Thomas Vaughn, CEO

Date: \_\_\_\_\_, 20\_\_\_\_

Date: Dec 4<sup>th</sup>, 2019

## EXHIBIT 1

### Minimum Insurance Coverages and Minimum Coverage Amounts

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
1. Worker's Compensation	Statutory
2. 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
3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER OCCURRENCE
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Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000
--	-------------

Aggregate policy limits:	\$2,000,000
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4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
---------------------------------	-------------	-------------

Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit
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5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
  - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

- a. a certificate of coverage, prior to the other person beginning work on the Project; and
- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.
- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.





**Commissioners Court - Regular Session****34.****Meeting Date:** 12/10/2019

Parking Garage Assessment P524 - WJE WA#1

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehsnig, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization #1 in the amount of \$26,500.00 to expire on April 30, 2020 under Williamson County Contract for Engineering Services between Wiss, Janney, Elstner Associates, Inc. and Williamson County dated November 19, 2019 for Parking Garage Assessment, P524.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**WJE WA#1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 10:27 AM

Started On: 12/05/2019 10:17 AM

## **WORK AUTHORIZATION NO. 1**

### **PROJECT: Parking Garage Assessment P524**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **November 19, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Wiss, Janney, Elstner Associates, Inc.** (the "Engineer").

Part 1. 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 **\$26,500.00**.

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 **April 30, 2020**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.


Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Wiss, Janney, Elstner Associates, Inc.

By:   
Signature

Carl J. Larosche, PE

Printed Name

Principal

Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

Bill Gravell, Jr.

Printed Name

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**



Wiss, Janney, Elstner Associates, Inc.  
9511 North Lake Creek Parkway, Austin, Texas 78717  
512.257.4800 tel  
Texas Registered Engineering Firm F-0093  
www.wje.com

October 22, 2019  
Mr. Dale Butler  
Facilities Director  
Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

## **Criminal Justice Center Parking Garage Assessment**

Proposal for Engineering Services  
WJE No. 2019.6343

Dear Mr. Butler:

Per your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for professional services related to the Williamson County Criminal Justice Center Parking Garage (Garage), located between 3rd and 4th Streets and Rock Street in Georgetown, Texas. This letter provides a description of the anticipated scope of services and associated budgets for your consideration and approval.

### **BACKGROUND**

The Garage is a four-level precast (PC) double-tee parking garage built in 2003 by Faulkner USA, which was reportedly designed for an additional four levels for future expansion. The Garage foundation structure consists of drilled piers and cast-in-place concrete grade beams and retaining walls. The superstructure consists of pre-cast beam, column, and double-tee elements designed and built by Coreslab, Inc. The Garage began experiencing various forms of distress and was eventually closed in January 2011. Jose I Guerra, Inc. (JIG) performed a structural assessment in 2012 and developed a repair design for the structure that was installed in late 2013 to early 2014. The repairs included replacing a failed double-tee, encasing structural columns beneath existing corbels, installing lateral bracing at one of the lower-level walls, repairing double tee connectors, and numerous concrete spall and crack repairs. WJE was retained by the repair contractor, Restek, Inc., in 2013 to develop the shoring design used during construction of the repairs. Bryant Consultants, Inc. (Bryant) and Balcones Geotechnical, PLLC (Balcones) have each performed geotechnical investigations related to the past performance and suitability of the foundation for future expansion, with reports dated November 2014 and December 2017, respectively. Since the 2014 repairs have been completed, the Garage has reportedly experienced additional distress at one of the double-tee stems in the lower level. As such, Williamson County has requested that WJE perform a structural assessment to evaluate the observed distress at the double-tee stem, as well as a review of the Garage as a whole to assist the Owner with future garage decisions.

### **SCOPE OF SERVICES**

Based on our understanding of the project to-date, WJE recommends the following scope for the initial phase of services. A sequenced, multi-phased approach for the project not only provides a logical

distinction between the different activities required to complete the assessment and/or repair effort but also permits adjustments to be made to the work plan based on the tasks completed in each phase and the established priorities of Williamson County. Additional phases could include additional in-depth assessment or analysis, repair design, or construction period services.

## **Phase 1: Assessment**

### **Task 1 - Document Review**

WJE structural and geotechnical engineers will review project documentation provided by Williamson County, including the following documents:

- Original structural design drawings from Mike Capt Engineering, latest revision dated May 8, 2002
- Structural assessment report by JIG dated November 2012, including survey data by Macias & Associates, and nondestructive scanning and welding inspection reports by Kleinfelder (124 pages)
- Structural repair drawings and specifications by JIG issued July 17, 2013, as well as construction-related documents such as field observation reports and contractor Requests for Information (RFIs)
- Soil-structure interaction investigation report by Bryant dated November 14, 2014, including boring and soil testing results and GPR surveys (196 pages)
- Geotechnical investigation report by Balcones dated December 20, 2017, including the original Balcones report dated January 23, 2015, and numerous soil testing results and geophysical testing reports (275 pages)

The document review will supplement and inform WJE's visual condition assessment (Task 2) and help direct discussion of potential causes of observed distress and any recommendations related to the structure. We anticipate the document review will be performed over the course of two to three weeks.

### **Task 2 - Structural Condition Assessment**

WJE will perform a visual assessment of accessible portions of the parking garage to photograph and document apparent distress associated with the structural elements. WJE will conduct limited mechanical impact sounding and ground penetrating radar (GPR) scanning of the double-tee stem with observed distress. WJE may also perform mechanical impact sounding or GPR at other areas of the Garage with observed distress. We anticipate the structural field assessment will be performed by two staff over one to two days.

### **Task 3 - Letter Report**

WJE will prepare a concise written report summarizing the findings and conclusions of our document review and condition assessment. The report will include discussion of the current structural condition, as well as suitability for continued use. Recommendations for additional investigation or analysis will be provided for Williamson County's consideration, as well as any conceptual repair recommendations, if necessary. An Engineer's Opinion of Probable Cost, including quantities and unit price cost estimates, will



be provided for budgeting and planning purposes for any recommended repairs. The report will be signed and sealed by a Professional Engineer licensed in the State of Texas.

#### **Task 4 - Meeting and Project Administration**

WJE will attend one meeting with Williamson County to review the findings of the report and discuss the recommendations and potential next steps. General project correspondence and administration is also covered in this task.

#### **ADDITIONAL SERVICES**

Additional investigation services may be warranted but are not included as part of this initial assessment phase, including, but not limited to:

- Material sampling of the concrete parking garage for in-depth evaluation of the concrete properties
- Detailed structural analysis of the load-carrying capacity of structural elements
- Geotechnical borings or exploratory test pits

#### **BUDGET AND TERMS**

Based on the scope of services outlined above, WJE recommends the following budget:

<b>Task</b>	<b>Description</b>	<b>Fees</b>	<b>Expenses</b>	<b>Total</b>
1	Document Review	\$ 7,700	\$ 0	\$ 7,700
2	Structural Condition Assessment	\$ 5,800	\$ 200	\$ 6,000
3	Letter Report	\$ 10,400	\$ 0	\$ 10,400
4	Meeting and Project Administration	\$ 2,350	\$ 50	\$ 2,400
<b>Total</b>		<b>\$ 26,250</b>	<b>\$ 250</b>	<b>\$ 26,500</b>

Actual charges will be billed on a time and expense basis according to our hourly rates in effect at the time services are rendered. All services will be performed in accordance with our *Terms and Conditions for Professional Services*, copy attached. Additional services requested of WJE beyond the work described herein can be performed on a time and expense basis at our hourly rates listed below.

<b>Professional Staff</b>		<b>Professional Support Staff</b>	
Senior Principal	\$350.00	Senior Specialist	\$150.00
Principal	\$290.00	Specialist	\$135.00
Associate Principal	\$235.00		
Senior Associate	\$205.00	Senior Technician	\$115.00
Associate III	\$185.00	Technician II	\$100.00
Associate II	\$160.00	Technician I	\$85.00
Associate I	\$130.00		

## AUTHORIZATION

You may acknowledge formal authorization for the above described services by signing in the space provided below and returning a signed copy to our office.

## CLOSING

Thank you for considering WJE for this project. If you have any questions, please do not hesitate to contact us. We look forward to addressing any questions you may have and moving forward with this assignment.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Stephen W. Foster, PE  
Senior Associate and Associate Unit Manager



Carl J. Larosche, PE  
Principal

## Agreed and approved

Name: \_\_\_\_\_ (please print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

As Agent or Principal for: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment C - Work Schedule**

A work schedule will be determined in the course of the project when sufficient information is available.

## EXHIBIT D

### RATE SCHEDULE

#### Professional Staff

Senior Principal	\$350.00
Principal	\$290.00
Associate Principal	\$235.00
Senior Associate	\$205.00
Associate III	\$185.00
Associate II	\$160.00
Associate I	\$130.00

#### Professional Support Staff

Senior Specialist	\$150.00
Specialist	\$135.00
Senior Technician	\$115.00
Technician II	\$100.00
Technician I	\$85.00

**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.

**Commissioners Court - Regular Session****35.****Meeting Date:** 12/10/2019

1809-259 Lakeline Boulevard Right Turn Lane Change Order No. 5

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of -\$12,206.29 for Lakeline Right Turn Lane (M.A. Smith Contracting), a Road Bond project in Commissioner Pct. 2. P:331 Funding Source: Road Bond

**Background**

Change Order No. 5 provides the final balancing for the overrun/underrun of Williamson County contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans. New bid items were added to compensate the Contractor for additional items of work, including 999-WC05 (extending existing conduit for future use), 999-WC06 (electronic message board), 999-WC07 (reflective pavement marking Type 1), 999-WC08 (topsoil), and 999-WC09 (traffic control).

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1809-259 Lakeline Right Turn Lanes Change Order No. 5

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 08:52 AM

Started On: 11/25/2019 10:08 AM

Received

NOV 19 2017

NOV 25 2019

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Round Rock

1. CONTRACTOR: M.A. Smith Contracting
2. Change Order Work Limits: Sta. 12+00 to Sta. 17+50
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>1809-259</u>
Roadway:	<u>Lakeline Right Turn Lane</u>
CSJ Number:	

5. Describe the work being revised:

**2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9).** This Change Order provides the final balancing for the overrun/underrun of Williamson County contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: See attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

## The following information must be provided

Time Ext. #: N/A Days added on this CO: N/AAmount added by this change order: (\$12,206.29)

THE CONTRACTOR Date 11/11/19

By [Signature]

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manager

## RECOMMENDED FOR EXECUTION:

[Signature] P.E. 11/18/19  
Project Manager Date

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED

N/A  
Design Engineer Date

[Signature] 11/19/2019  
Program Manager Date

Design Engineer's Seal:

N/A

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project # 1809-259

**TABLE A:** Force Account Work and Materials Placed into Stock

	LABOR	HOURLY		HOURLY RATE

**TABLE B:** Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 7 INCHES, TYPE B PLAN QTY.	TON	\$150.00	154.00	\$23,100.00	3.00	157.00	\$23,550.00	\$450.00
360S-AH	8 IN. CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	SY	\$120.00	174.00	\$20,880.00	22.00	196.00	\$23,520.00	\$2,640.00
432S-5	NEW PC CONCRETE SIDEWALKS, T INCH THICKNESS	SF	\$6.50	3918.00	\$25,467.00	(112.53)	3,805.47	\$24,735.56	(\$731.44)
432S-5B	PROP TYPE 1B RAMP	EACH	\$1,500.00	3.00	\$4,500.00	(1.00)	2.00	\$3,000.00	(\$1,500.00)
432S-PRC-4	PEDESTRIAN ADA RAILING - OPTION 3 (STANDARD 707S-4)	LF	\$150.00	75.00	\$11,250.00	(19.00)	56.00	\$8,400.00	(\$2,850.00)
551	PIPE UNDERDRAIN PVC, 6 INCH	LF	\$30.00	218.00	\$6,540.00	(2.00)	216.00	\$6,480.00	(\$60.00)
591S-F	CONCRETE RIPRAP, 6 INCH	SY	\$100.00	25.20	\$2,520.00	(18.20)	7.00	\$700.00	(\$1,820.00)
620-6007	ELEC CONDR (NO.8) BARE	LF	\$1.90	1250.00	\$2,375.00	(1,250.00)	0.00	\$0.00	(\$2,375.00)
620-6008	ELEC CONDR (NO.8) INSULATED	LF	\$1.90	760.00	\$1,444.00	(760.00)	0.00	\$0.00	(\$1,444.00)
620-6009	ELEC CONDR (NO.6) BARE	LF	\$2.00	355.00	\$710.00	28.00	383.00	\$766.00	\$56.00
620-6010	ELEC CONDR (NO.6) INSULATED	LF	\$2.00	710.00	\$1,420.00	(24.00)	686.00	\$1,372.00	(\$48.00)
660S	BIOFILTRATION MEDIA	CY	\$500.00	47.00	\$23,500.00	49.00	96.00	\$48,000.00	\$24,500.00
684-6031	TRF SIG CBL (TY A)(14AWG)(5 CONDR)	LF	\$3.50	675.00	\$2,362.50	9.00	684.00	\$2,394.00	\$31.50
684-6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	\$5.75	525.00	\$3,018.75	92.00	617.00	\$3,547.75	\$529.00
684-6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	LF	\$2.25	1110.00	\$2,497.50	(1,025.00)	85.00	\$191.25	(\$2,306.25)
688-6001	PED DETECT PUSH BUTTON (APS)	EACH	\$1,100.00	3.00	\$3,300.00	(1.00)	2.00	\$2,200.00	(\$1,100.00)
831S-5	24 INCH DIAMETER PEDESTRIAN SIGNAL FOUNDATION 4 FT DEPTH	EACH	\$8,500.00	2.00	\$17,000.00	(1.00)	1.00	\$8,500.00	(\$8,500.00)
832S-VSM-3	VEH. SIGNAL INSTALLATION, 3 SECTION, COMPLETE IN PLACE	EACH	\$1,000.00	7.00	\$7,000.00	(1.00)	6.00	\$6,000.00	(\$1,000.00)
834S-3	TYPE B PULL BOX	EACH	\$1,700.00	5.00	\$8,500.00	(2.00)	3.00	\$5,100.00	(\$3,400.00)
834S-4	RING AND LID FOR USE WITH TYPE B PULL BOXES	EACH	\$450.00	5.00	\$2,250.00	(5.00)	0.00	\$0.00	(\$2,250.00)
TOTALS					\$169,634.75			\$168,456.56	(\$1,178.19)

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project # 1809-259

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
835S-LT2	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 2 INCH DIA.	LF	\$3.50	865.00	\$3,027.50	355.00	1,220.00	\$4,270.00	\$1,242.50
835S-LT3	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH DIA.	LF	\$4.50	440.00	\$1,980.00	(218.00)	222.00	\$999.00	(\$981.00)
838S-PSMP	PEDESTRIAN SIGNAL INSTALLATION: METAL POLE	EA	\$2,300.00	2.00	\$4,600.00	(1.00)	1.00	\$2,300.00	(\$2,300.00)
844S-2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	LF	\$15.00	385.00	\$5,775.00	52.00	437.00	\$6,555.00	\$780.00
844S-3	CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB	LF	\$27.00	225.00	\$6,075.00	(126.00)	99.00	\$2,673.00	(\$3,402.00)
863S-2	REFLECTORIZED TY 1 PAVEMENT MARKING (TYPE I-C)	EA	\$9.00	11.00	\$99.00	4.00	15.00	\$135.00	\$36.00
871S-A	REFLECTORIZED TY 1 PAVEMENT MARKING (8")(100 MIL)(WHITE)	LF	\$3.50	207.00	\$724.50	12.00	219.00	\$766.50	\$42.00
871S-A	REFLECTORIZED TY 1 PAVEMENT MARKING (12")(100 MIL)(WHITE)	LF	\$3.75	106.00	\$397.50	42.00	148.00	\$555.00	\$157.50
871S-A	REFLECTORIZED TY 1 PAVEMENT MARKING (24")(100 MIL)(WHITE)	LF	\$7.50	36.00	\$270.00	(2.00)	34.00	\$255.00	(\$15.00)
871S-B	REFLECTORIZED TY 1 PAVEMENT MARKING (WORD)(100 MIL)(WHITE)	EACH	\$200.00	4.00	\$800.00	(1.00)	3.00	\$600.00	(\$200.00)
871S-C	REFLECTORIZED TY 1 PAVEMENT MARKING (ARROW)(100 MIL)(WHITE)	EACH	\$150.00	2.00	\$300.00	2.00	4.00	\$600.00	\$300.00
875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 8 INCHES WIDE , FOR ASPHALTIC TYPE	LF	\$0.90	207.00	\$186.30	12.00	219.00	\$197.10	\$10.80
875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES WIDE , FOR ASPHALTIC TYPE	LF	\$1.25	13.00	\$16.25	35.00	48.00	\$60.00	\$43.75
875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 24 INCHES WIDE, FOR ASPHALTIC TYPE	LF	\$2.50	36.00	\$90.00	(2.00)	34.00	\$85.00	(\$5.00)
875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES WIDE , FOR ASPHALTIC TYPE	LF	\$3.00	93.00	\$279.00	7.00	100.00	\$300.00	\$21.00
875S-B	PAVEMENT SURFACE PREP FOR EXIST. PAVEMENT SURFACE WORD (ONLY), FOR ASPHALT SURFACE TYPE	EA	\$25.00	4.00	\$100.00	(1.00)	3.00	\$75.00	(\$25.00)
875S-C	PAVEMENT SURFACE PREPARATION FOR EXISNG PAVEMENT SURFACE SHAPES (ARROW), FOR ASPHALT SURFACE TYPE	EA	\$35.00	2.00	\$70.00	2.00	4.00	\$140.00	\$70.00
6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	\$6.00	579.00	\$3,474.00	262.00	841.00	\$5,046.00	\$1,572.00
999-WC01	FORCE ACCOUNT	DOL	\$1.00	15000.00	\$15,000.00	(15,000.00)	0.00	\$0.00	(\$15,000.00)
999-WC02	FORCE ACCOUNT FOR AUSTIN ENERGY	DOL	\$1.00	17000.00	\$17,000.00	(3,620.74)	13,379.26	\$13,379.26	(\$3,620.74)
999-WC03	ELEVATED CURB ON PROPOSED SIDEWALK	SF	\$38.48	1174.00	\$45,175.52	(97.00)	1,077.00	\$41,442.96	(\$3,732.56)
999-WC04	REVISED SIDEWALK	SF	\$25.98	464.00	\$12,054.72	(18.00)	446.00	\$11,587.08	(\$467.64)
999-WC05	EXTEND EXISTING CONDUIT FOR FUTURE USE	LS	\$1,783.52	0.00	\$0.00	1.00	1.00	\$1,783.52	\$1,783.52
999-WC06	ELECTRONIC MESSAGEBOARDS	LS	\$3,262.91	0.00	\$0.00	1.00	1.00	\$3,262.91	\$3,262.91
999-WC07	REFL TY 1 PM(4")(DBL YELLOW)(100MIL)	LF	\$2.60	0.00	\$0.00	47.00	47.00	\$122.20	\$122.20
999-WC08	TOPSOIL	SY	\$9.68	0.00	\$0.00	660.00	660.00	\$6,388.80	\$6,388.80
999-WC09	ADDED TRAFFIC CONTROL AND ENVIRONMENTAL REVIEW	LS	\$3,343.81	0.00	\$0.00	1.00	1.00	\$3,343.81	\$3,343.81
835S-COA2	CONDT PVC SCH 80 2 INCH BORE (COA BID ITEM)	LF	\$29.69	140.00	\$4,156.60	(5.00)	135.00	\$4,008.15	(\$148.45)
835S-COA3	CONDT PVC SCH 80 3 INCH BORE (COA BID ITEM)	LF	\$30.75	280.00	\$8,610.00	(10.00)	270.00	\$8,302.50	(\$307.50)
The "Totals" from Table B of the previous work sheet:					\$169,634.75			\$168,456.56	(\$1,178.19)
TOTALS					\$299,895.64			\$287,689.35	(\$12,206.29)



## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

## **Williamson County Road Bond Program**

### **Lakeline Right Turn Lane Williamson County Project No. 1809-259**

#### **Change Order No. 5**

#### **Reason for Change**

This Change Order provides the final balancing for the overrun/underrun of Williamson County contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans. New bid items were added to compensate the Contractor for the following items of work.

- 999-WC05: Extend Existing Conduit for Future Use. Extended conduit discovered during roadway excavation to a location along the right of way.
- 999-WC06: Electronic Message boards. Used electronic message boards to notify traffic of closure of driveway during driveway reconstruction.
- 999-WC07: Reflective Pavement Marking Type 1 (Double Yellow) (100 Mil). Added pavement marking item to restripe marking in driveway.
- 999-WC08: Topsoil. Plans called for topsoil in Rain Garden but did not include a pay item for the work and there was not a note stating that it was subsidiary to another item.
- 999-WC09: Added Traffic Control and Environmental Review. Due to delay in delivery of signal poles project was extended approximately 2 months. This extension of time added months of barricades and environmental review to the project.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC05	EXTEND EXISTING CONDUIT FOR FUTURE USE	1.00	LS
999-WC06	ELECTRONIC MESSAGE BOARDS	1.00	LS
999-WC07	REFL TY 1 PM (4") (DBL YELLOW) (100 MIL)	47	LF
999-WC08	TOPSOIL	660	SY
999-WC09	ADDED TRAFFIC CONTROL AND ENVIRONMENTAL REVIEW	1.00	LS

This Change Order results in a decrease of \$12,206.29 to the Contract amount, for an adjusted Contract total of \$593,823.70. The original Contract amount was \$567,792.55. As a result of this final Change Order, a total of \$26,031.15 has been added to the Contract, resulting in a 4.58% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

#### **HNTB Corporation**

James Klotz, P.E.





**City of Austin**  
Austin Energy

Town Lake Center • 721 Barton Springs Road • Austin, Texas 78704 - 1145

March 20, 2019

Jake Gutekunst:  
Kimley-Horn  
10810 Jollyville Rd.  
Austin, TX 78759  
512-418-4526

**ATTENTION:** Jake Gutekunst

**SUBJECT:** WR189960 2815.5 Lakeline Blvd/Pecan Park Blvd.

Dear Jake Gutekunst:

Austin Energy will perform work to include Distribution Streetlight Relocation Services (Install #6 CU XLP, Relocate #334243) located at 2815.5 Lakeline Blvd./Pecan Park Blvd. associated with Work Request #189960.

The charge for the work to be performed is \$12,615.99. This charge is payable at 2412 Kramer Lane, Bldg. C, Austin, Texas 78758-4007 in advance of the work being issued to construction for scheduling. The above charges are for electric facilities and do not include charges that may be incurred from telephone or television cable companies. The above cost is good for ninety (90) days.

1. Service shall be single-phase, three-wire, 120/240 volts only, in accordance with the City's Electric Utility Criteria Manual.
2. Austin Energy cannot energize any transformer until an easement has been signed by the property owner. The easement must cover all Austin Energy equipment. For additional information concerning easements, please contact Wendi Henson at 512-322-6237 and reference this Work Request #189960.
3. All metering installations shall be in accordance with Austin Energy's Metering Specifications and the Design Criteria Manual. For additional information concerning metering, please contact the Metering Representative at 512-505-7045.
4. The customer service point will be the transformer secondary compartment. The customer's secondary must have a full current neutral. Austin Energy will furnish and install all wire and electrical equipment on Austin Energy's side of the customer's service point.
5. Austin Energy's facilities must remain accessible for maintenance and replacement at all times. For information regarding construction scheduling, please contact the Scheduler at 512-505-7166. In the case of work requiring civil inspection, the customer should allow a minimum of twenty (20) working days for construction scheduling after the inspector has approved the installed infrastructure.

6. Please distribute a copy of this letter to your contractor, engineer, electrician, etc.

If the above conditions are acceptable, please remit payment to Austin Energy, c/o Distribution Design, 2412 Kramer Lane, Bldg. C, Austin, Texas 78758-4007. Please make checks payable to Austin Energy.

Upon completion of the job, please visit [www.austinenergy.com/go/ddsurvey](http://www.austinenergy.com/go/ddsurvey) and participate in a short survey so that we may continue to improve the services we provide. For further information, please feel free to contact me at (512) 505-7174 or email me at [frank.soliz@austinenergy.com](mailto:frank.soliz@austinenergy.com).

Sincerely,



Frank Soliz  
Electric Distribution Designer Sr  
Distribution Design  
Kramer Service Center  
Austin Energy

Attachments:  
Austin Energy Quote

**CITY OF AUSTIN, TEXAS  
RECEIPT FOR PAYMENT OF FUNDS**

**NO. 24109703**

DATE RECEIVED: 3-27-19  
 RECEIVED FROM: Smith Contracting Co., Inc.  
 IN PAYMENT FOR: Distribution Street Light Services / Tactill #6011 XLP, Transfer #33414  
 \*AMOUNT VERIFIED BY: 189960 CITY OF AUSTIN, TEXAS

XXXXXX	FUND	AGENCY	ORG	SUB ORG	ACTV	REV/ OBJT	WORKORDER	REPT CATG	B/S ACCT	AMOUNT
	XXX	XXX	XXXX	XX	XXXX	XXXX	XXXXXXXXXX	XXXX	XXXX	XXXXXX
HOW PAID										
CASH <input type="checkbox"/>	3350	1107	7900		4561	4525	189960	2700		12,615.99
CHECK <input checked="" type="checkbox"/>						4527				
MONEY ORDER <input type="checkbox"/>										

Austin Energy DEPARTMENT Maria Lymelo AUTHORIZED SIGNATURE  
 FIN 7026 Rev 7/90 WHITE - Finance YELLOW - Dept PINK - Employee GOLD - Dept. File

**SMITH CONTRACTING CO., INC**  
 15308 GINGER ST  
 AUSTIN, TX 78728  
 512-990-7640


**BB&T**  
 BRANCH BANKING AND TRUST COMPANY  
 1-800-BANK BBT BBT.com  
 32-1769/1110

14663

PAY Austin Energy

DATE 03/26/2019 AMOUNT \*12,615.99  
 TWELVE THOUSAND SIX HUNDRED FIFTEEN AND 99/100 DOLLARS

TO THE  
 ORDER OF Austin Energy  
 Town Lake Center  
 721 Barton Springs Road  
 Austin TX 78704-1145  
 Distribution Streetlight Relocation Services

  
 AUTHORIZED SIGNATURE

⑈014663⑈ ⑈111017694⑈1440000597345⑈

4.3



EXCAVATING \* PAVING \* CONCRETE \* UTILITIES

999-WC05

PROJECT: Lakeline Blvd.-Right Turn Lane  
DATE: 5/30/2019

## DESCRIPTION:

The request for time & material below is for reimbursement of funds spent on behalf of the County to extend existing conduit that was within the project limits, but unforeseen in the plans. 6 PVC conduit were extended ±23' from the existing curb to a location behind the proposed raised sidewalk curb. 2 - 6", 2 - 4", and 2 - 2" PVC conduits were sawcut, extended and capped on 04/09/2019. No additional days of contract time are requested with this proposal. Final cost is inclusive of the items listed below; no other costs are included in this request for time & material.

## LABOR:

	Quantity	Hours	Rate	Total
Foreman/Layout Coordinator	1	8	\$35.00	\$280.00
Operator	1	2	\$18.50	\$37.00
Laborer	1	8	\$14.00	\$112.00
Laborer	1	8	\$15.00	\$120.00
Laborer	1	8	\$16.00	\$128.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL

LABOR SUBTOTAL \$677.00

## MATERIALS:

	Quantity	Unit	Price	
6"x20' Sch 40 PVC	40	FT	\$3.23	\$129.20
Stop Coupling 6" Sch 40 PVC	4	EA	\$12.00	\$48.00
Cap 6" Sch 40 PVC	2	EA	\$15.00	\$30.00
4"x20' Sch 40 PVC	60	FT	\$1.79	\$107.40
Stop Coupling 4" Sch 40 PVC	4	EA	\$3.43	\$13.72
Cap 4" Sch 40 PVC	2	EA	\$10.91	\$21.82
Cap 2" PVC	2	EA	\$1.58	\$3.16
8oz PVC Hardy Pack	1	EA	\$8.71	\$8.71
2"x10' Sch 40 PVC	5	EA	\$8.44	\$42.20
2" Coupling	6	EA	\$1.14	\$6.84

MATERIALS SUBTOTAL \$411.05

## SUBCONTRACTORS:

	Quantity	Unit	Price	
				\$0.00
				\$0.00
				\$0.00
				\$0.00

SUBCONTRACTORS SUBTOTAL \$0.00

## UNIT PRICING:

	Quantity	Unit	Price	
				\$0.00
				\$0.00

UNIT PRICING SUBTOTAL \$0.00

## EQUIPMENT:

	Quantity	Unit	Price	
Backhoe w/hammer attachment	2	Hr	\$34.35	\$68.70
Hand tools (1 Shovel & 1 Saw blade)	1	Day	\$55.00	\$55.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

EQUIPMENT SUBTOTAL \$123.70

LABOR SUBTOTAL		\$677.00
LABOR BURDEN	55%	\$372.35
LABOR PROFIT & OVERHEAD	15%	\$101.55
MATERIALS SUBTOTAL		\$411.05
MATERIALS PROFIT AND OVERHEAD	15%	\$61.66
SUBCONTRACTORS SUBTOTAL		\$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	5%	\$0.00
UNIT PRICING SUBTOTAL		\$0.00
EQUIPMENT		\$123.70
EQUIPMENT MARKUP	15%	\$18.56
SUBTOTAL		\$1,765.86
BONDING COST	1%	\$17.66
TOTAL		\$1,783.52

# Department of Labor

Report Period: 04/08/2019 to 04/14/2019  
Payroll#:

**Company:** MA SMITH CONTRACTING CO INC  
15308 Ginger Street  
Austin TX 78728

**Project:** Lakeline Blvd Rt Turn Lane  
3151 S E Inner Loop

Employee Information	No of Dep	Work Classification	M	T	W	T	F	S	S	Total Hours	Rate of Pay	Gross Amount	FICA	Fed Tax	State Tax	SDI	Other	Total Wage	Net Payroll Check #
04/08 04/09 04/10 04/11 04/12 04/13 04/14																			
Briones-Rosas Isaias	6	1346-Ldr/Ba D																	
		O																	
		S	10.00	10.00	10.00					20.00	18.50	370.00							
Total Payroll for Employee:												962.00	69.96	21.36		59.19	150.51	811.49	93741
Fuentes Monroy Guilla																			
		1172-Labore D																	
		O																	
		S	10.00	10.00	10.00					20.00	16.00	320.00							
Total Payroll for Employee:												832.00	63.64	49.33			112.97	719.03	9437
Escobar Wilfredo																			
		1172-Labore D																	
		O																	
		S	10.00	10.00	10.00					20.00	15.00	300.00							
Total Payroll for Employee:												600.00	45.90				45.90	554.10	93765
Campos Manuel L																			
		1369-Front D																	
		O																	
		S	10.00	10.00	10.00					20.00	18.00	360.00							
Total Payroll for Employee:												720.00	55.08	42.84			97.92	622.08	93745



## Report Period: 04/08/2019 to 04/14/2019

Continued...

Total For All Employees:

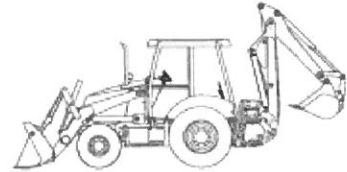
**Rental Rate Blue Book®**
**Caterpillar 416E**

Tractor-Loader-Backhoes

Size Class:

**14' to Under 15'**

Weight:

**14,960 lbs.**

**Configuration for 416E**

Loader Bucket Capacity--Heaped  
Net Horsepower

**1.25 cu yd**  
**74 hp**

Operator Protection  
Drive

**ROPS**  
**2WD**
**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,150.00	\$880.00	\$220.00	\$33.00	\$16.45	\$34.35
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$3,150.00</b>	<b>\$880.00</b>	<b>\$220.00</b>	<b>\$33.00</b>	<b>\$16.45</b>	<b>\$34.35</b>

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	33%	\$1,039.50/mo
Overhaul (ownership)	49%	\$1,543.50/mo
CFC (ownership)	7%	\$220.50/mo
Indirect (ownership)	11%	\$346.50/mo
Fuel (operating) @ 2.36	41%	\$6.79/hr

Revised Date: 2nd Half 2016

The equipment represented in this report has been exclusively prepared for TRAVIS RAGLAND ([travisragland@smithcontinc.com](mailto:travisragland@smithcontinc.com))



999-WC06

PROJECT: Lakeline Blvd.-Right Turn Lane  
 DATE: 9/30/2019

## DESCRIPTION:

The proposal below is to add two Portable Changeable Message Boards(PCMBs) to the Traffic Control Plan(TCP) for the week long driveway closure feeding HEB and other businesses in the shopping center. Proposal is for \$3,262.91. Message boards would be needed for approximately two weeks; one week prior to the construction work, and one week during the work. Final cost is inclusive of the items listed below; no other costs are included in this proposal.

## LABOR:

	Quantity	Hours	Rate	Total
Project Management			\$50.00	\$0.00
Superintendent			\$40.00	\$0.00
Foreman/Layout/Coordinator			\$30.00	\$0.00
Operator			\$19.00	\$0.00
Pipe Layer/Concrete Finisher			\$17.00	\$0.00
Laborer			\$15.00	\$0.00
Flaggers			\$14.00	\$0.00
Foreman/Layout/Coordinator OT			\$45.00	\$0.00
Operator OT			\$28.50	\$0.00
Pipe Layer/Concrete Finisher OT			\$25.50	\$0.00
Laborer OT			\$22.50	\$0.00
Flaggers OT			\$21.00	\$0.00
<b>TOTAL</b>			<b>LABOR SUBTOTAL</b>	<b>\$0.00</b>

## MATERIALS:

	Quantity	Unit	Price	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>MATERIALS SUBTOTAL</b>				<b>\$0.00</b>

## SUBCONTRACTORS:

	Quantity	Unit	Price	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>SUBCONTRACTORS SUBTOTAL</b>				<b>\$0.00</b>

## UNIT PRICING:

	Quantity	Unit	Price	
				\$0.00
				\$0.00
<b>UNIT PRICING SUBTOTAL</b>				<b>\$0.00</b>

## EQUIPMENT:

	Quantity	Unit	Price	
PCMB (x 2 ea.) provided by Smith Contracting	2	WEEKS	\$1,234.61	\$2,469.22
Delivery & Pick Up provided by Smith Contracting	2	EA	\$170.00	\$340.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>EQUIPMENT SUBTOTAL</b>				<b>\$2,809.22</b>

<b>LABOR SUBTOTAL</b>		<b>\$0.00</b>
<b>LABOR BURDEN</b>	55%	<b>\$0.00</b>
<b>LABOR PROFIT &amp; OVERHEAD</b>	15%	<b>\$0.00</b>
<b>MATERIALS SUBTOTAL</b>		<b>\$0.00</b>
<b>MATERIALS PROFIT AND OVERHEAD</b>	15%	<b>\$0.00</b>
<b>SUBCONTRACTORS SUBTOTAL</b>		<b>\$0.00</b>
<b>SUBCONTRACTORS PROFIT AND OVERHEAD</b>	5%	<b>\$0.00</b>
<b>UNIT PRICING SUBTOTAL</b>		<b>\$0.00</b>
<b>EQUIPMENT</b>		<b>\$2,809.22</b>
<b>EQUIPMENT MARKUP</b>	15%	<b>\$421.38</b>
<b>SUBTOTAL</b>		<b>\$3,230.60</b>
<b>BONDING COST</b>	1%	<b>\$32.31</b>
<b>TOTAL</b>		<b>\$3,262.91</b>



999-WC07

**PROJECT:** Lakeline Blvd.-Right Turn Lane  
**DATE:** 7/19/2019

**DESCRIPTION:**

The proposal is to match existing pavement markings for the driveway into HEB. Existing configuration includes a 4" solid double yellow channelizing marking that is  $\pm 35'$  long. Final cost is inclusive of the items listed below; no other costs are included in this proposal.

**LABOR:**

	Quantity	Hours	Rate	Total
Project Management			\$50.00	\$0.00
Superintendent			\$40.00	\$0.00
Foreman			\$29.28	\$0.00
Operator (Skid steer)			\$18.79	\$0.00
Operator (Backhoe Loader)			\$18.79	\$0.00
Concrete Finisher(Pour & Finish)			\$15.90	\$0.00
Concrete Finisher(Form)			\$15.90	\$0.00
Concrete Finisher(Drill & Epoxy)			\$15.90	\$0.00
Laborer (Embankment)			\$14.43	\$0.00
				\$0.00
				\$0.00
<b>LABOR SUBTOTAL</b>				<b>\$0.00</b>

\$2.60/ft

**MATERIALS:**

	Quantity	Unit	Price	Extended Price
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>MATERIALS SUBTOTAL</b>				\$0.00

**SUBCONTRACTORS:**

	Quantity	Unit	Price	Extended Price
Flasher (4" SLD DBL YLW- TY I)	70	LF	\$1.85	\$129.50
Surface Prep	70	LF	\$0.60	\$42.00
				\$0.00
				\$0.00
<b>SUBCONTRACTORS SUBTOTAL</b>				<b>\$171.50</b>

**UNIT PRICING:**

	Quantity	Unit	Price	Extended Price
				\$0.00
				\$0.00
UNIT PRICING SUBTOTAL				\$0.00

**EQUIPMENT:**

[illegible]

LABOR SUBTOTAL		\$0.00
LABOR BURDEN	55%	\$0.00
LABOR PROFIT & OVERHEAD	15%	\$0.00
MATERIALS SUBTOTAL		\$0.00
MATERIALS PROFIT AND OVERHEAD	15%	\$0.00
SUBCONTRACTORS SUBTOTAL		\$171.50
SUBCONTRACTORS PROFIT AND OVERHEAD	5%	\$8.58
UNIT PRICING SUBTOTAL		\$0.00
EQUIPMENT		\$0.00
EQUIPMENT MARKUP	15%	\$0.00
SUBTOTAL		\$180.08
<i>BONDING COST</i>	1%	\$1.80
TOTAL		\$181.88

47 LF OF STRIPING  
WAS PLACED.

$$47 \times 2.60 = 122.20$$



# FLASHER Equipment Co

www.flasherequipment.com

**Main Office:**  
246 W Josephine St  
San Antonio, Texas 78212  
Phone: 210-736-4251  
Fax: 210-736-2084

75 CR 372  
Jarrell, Texas 76537  
Phone: 512-746-4441  
Fax: 512-746-4444

PROJECT: LAKELINE BOULEVARD RIGHT TURN LANE - CHANGE ORDER 1  
DATE: JULY 18, 2019  
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT  
LOCATION: WILLIAMSON COUNTY

QUOTE # 13547A

## PAVEMENT MARKINGS

ITEM	Description	Unit	Qty.	Price	Amount
1	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	70	\$1.85	\$129.50
2	SURFACE PREP FOR 4" ITEMS	LF	70	\$0.60	\$42.00
TOTAL					\$171.50

## NOTES AND EXCLUSIONS

All notes and exclusions from original proposal will apply.

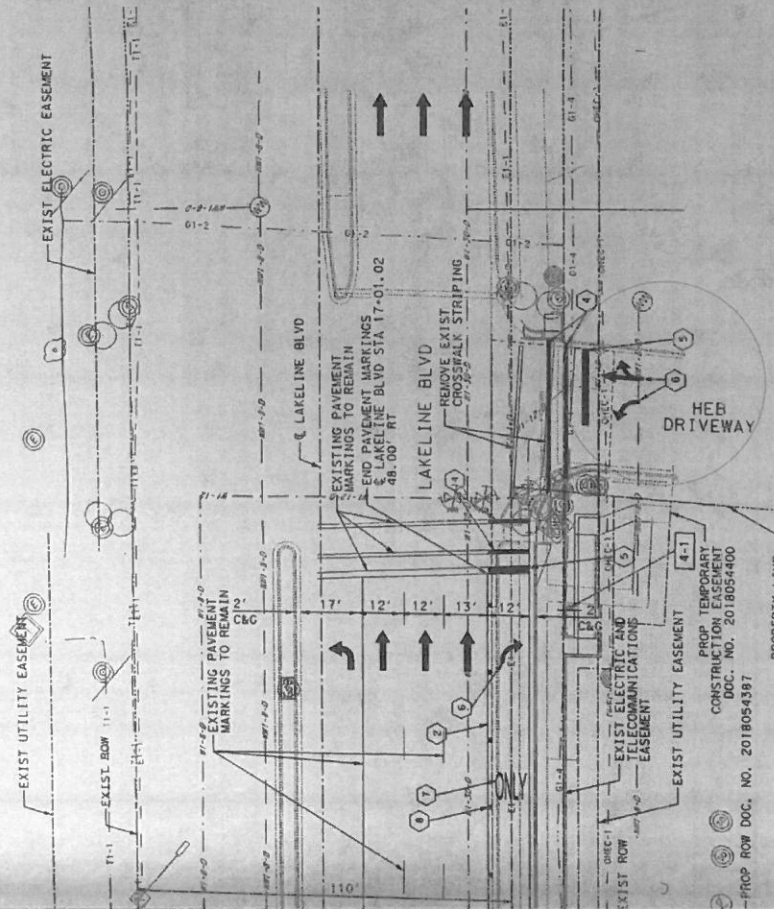
### GENERAL

- \* FLASHER EQUIPMENT WARRANTS WORKMANSHIP AND MATERIALS ONLY. REPAIRS DUE TO NORMAL WEAR, VANDALISM, OR NEGLIGENCE WILL BE PERFORMED ON AN EXTRA WORK BASIS.
- \* THE CONTRACTOR SHALL PROVIDE FLASHER EQUIPMENT CO. WITH THE MOST CURRENT APPROVED AND OR REVISED PLAN SET BEFORE WORK WILL BE SCHEDULED.
- \* ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.
- \* PRICES DO NOT INCLUDE TAX.
- \* PRICES QUOTED ARE GOOD FOR 30 DAYS.
- \* Any discrepancy between the Flasher Equipment Company bid proposal, this document, and the contract documents, this bid proposal shall supersede and prevail.
- \* IF RETAINAGE IS NOT DEFINED BELOW, THEN ALL MONEY'S WILL BE DUE AS BILLED.
- \* FLASHER EQUIPMENT COMPANY DOES NOT INDEMNIFY GENERAL CONTRACTOR OR PROJECT OWNERS FOR ACCIDENTS, INJURY, OR DEATH CAUSED SOLELY BY GENERAL CONTRACTOR OR PROJECT OWNERS ACTIVE OR PASSIVE NEGLIGENCE.

SUBMITTED \_\_\_\_\_  
DAVID McMULLEN / ESTIMATOR

ACCEPTED: \_\_\_\_\_  
Name  
Title  
Date  
Job/PO#

FILED: C:\WORK\2016\SP-2016-0491DS\17-01-02.dwg  
 PLOTTED: 1/9/2018 12:31:23 AM PSE:User\gnl\lump02.dgn



LOT 1A  
 BLOCK "A"  
 AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A"  
 LAKELINE RETAIL SUBDIVISION SECTION I  
 DOCUMENT NO. 2012089909  
 O.P.R.W.C.T.  
 FILED: OCTOBER 25, 2012

LOT 5  
 BLOCK "A"  
 LAKELINE RETAIL SUBDIVISION SECTION I  
 DOCUMENT NO. 201205731  
 O.P.R.W.C.T.  
 FILED: JANUARY 26, 2012

R3-SR  
 30" X 12"  
 4-1 STA 16+91



LEGEND

- PROPOSED SIGN
- EXISTING SIGN TO REMAIN
- EXISTING SIGN TO BE REMOVED
- EXISTING SIGN TO BE RELOCATED
- REFL PAV MARK TX 1 (80' 4" (BNA))
- REFL PAV MARK TX 2 (80' 8" (SLD))
- REFL PAV MARK TX 1 (80' 8" (BNA))
- REFL PAV MARK TX 1 (80' 12" (SLD))
- REFL PAV MARK TX 1 (80' 12" (SLD))
- REFL PAV MARK TX 1 (80' 12" (SLD))
- REFL PAV MARK TX 1 (80' 12" (SLD))
- REFL PAV MARK TX 1 (80' 12" (SLD))
- REFL PAV MARK TX 1 (80' 12" (SLD))
- REFL PAV MARK TX 1 (80' 12" (SLD))

NOTE:  
 SIGN LOCATIONS MAY BE ADJUSTED IN THE FIELD AS NECESSARY.  
 1. FIELD MEASUREMENTS SHALL BE USED.  
 2. RT ARROW AND ONLY ARE APPLIED PER TxDOT STANDARD PM (3)-12

Match existing striping @ driveway  
 ± 35° at 8' W  
 4" Dbl Y



Phonetic (512) 416-1771  
 Address 10814 Jollyville Rd  
 Austin, TX 78758-3000  
 07/09/2018

**Kimley-Horn**

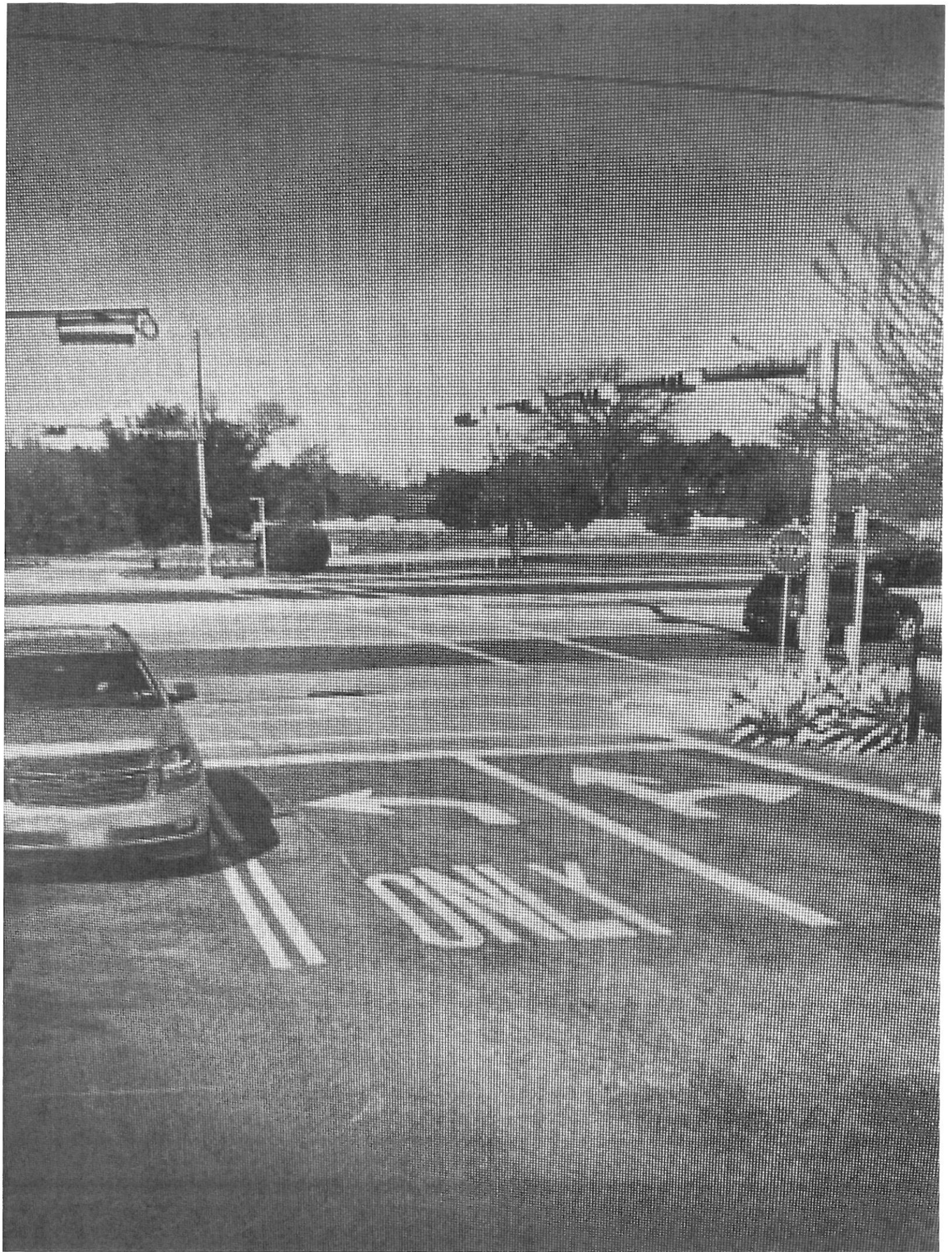
© 2017 WILLIAMSON COUNTY

2851 1/2 S. LAKELINE BLVD.  
 LAKELINE TURN LANE  
 SIGNING AND  
 PAVEMENT MARKINGS

SHEET 2 OF 2

DES: BDM	WILLIAMSON COUNTY	SHEET NO.
CHA: TMM	JOB NO.	33
	CASE#	SP-2016-0491DS





9.1



999-WC08

PROJECT: Lakeline Blvd.-Right Turn Lane  
 DATE: 9/30/2019

## DESCRIPTION:

The proposal below is for 3" to 6" of topsoil spread over 660yd<sup>2</sup>, which will require approximately 90yd<sup>3</sup> of topsoil. Estimated time for work is ±2 days, which includes time to prepare topsoil mix. **Proposal for work is \$9.68 per square yard of topsoil.** Final cost is inclusive of the items listed below; no other costs are included in this proposal.

## LABOR:

	Quantity	Hours	Rate	Total
Project Management			\$50.00	\$0.00
Superintendent			\$40.00	\$0.00
Foreman (Hernandez)	1	21	\$20.00	\$420.00
Operator 1 (Gonzales)	1	21	\$16.38	\$343.98
Operator 2 (Pardo)	1	21	\$20.48	\$430.08
Concrete Finisher(Pour & Finish)			\$15.90	\$0.00
Concrete Finisher(Form)			\$15.90	\$0.00
Concrete Finisher(Drill & Epoxy)			\$15.90	\$0.00
Laborer (Carachure)	1	21	\$14.33	\$300.93
				\$0.00
				\$0.00
LABOR SUBTOTAL				\$1,494.99

## MATERIALS:

	Quantity	Unit	Price	Extended Price
Dillo Dirt - Compost	20	CY	\$10.00	\$200.00
Marcelo's - Chocolate Loam	70	CY	\$6.50	\$455.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
MATERIALS SUBTOTAL				\$655.00

\$9.68 x 660 SY  
 \$6388.80

## SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBCONTRACTORS SUBTOTAL				\$0.00

## UNIT PRICING:

	Quantity	Unit	Price	Extended Price
				\$0.00
				\$0.00
UNIT PRICING SUBTOTAL				\$0.00

## EQUIPMENT:

	Quantity	Unit	Price	Extended Price
Backhoe Loader(s)	20	HR	\$34.35	\$687.00
Hand tools	2	DAY	\$75.00	\$150.00
Trucking	9	LOAD	\$200.00	\$1,800.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
EQUIPMENT SUBTOTAL				\$2,637.00

LABOR SUBTOTAL		\$1,494.99
LABOR BURDEN	55%	\$822.24
LABOR PROFIT & OVERHEAD	15%	\$224.25
MATERIALS SUBTOTAL		\$655.00
MATERIALS PROFIT AND OVERHEAD	15%	\$98.25
SUBCONTRACTORS SUBTOTAL		\$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	5%	\$0.00
UNIT PRICING SUBTOTAL		\$0.00
EQUIPMENT		\$2,637.00
EQUIPMENT MARKUP	15%	\$395.55
SUBTOTAL		\$6,327.28
BONDING COST	1%	\$63.27
TOTAL		\$6,390.55



**Company:** MA SMITH CONTRACTING CO INC  
15308 Ginger Street  
Austin TX 78728

**Project:** Lakeline Blvd Rt Turn Lane  
3151 S E Inner Loop

Report Period: 08/26/2019 to 09/01/2019

Payroll#:

[illegible]

b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

I, Misty Roberts Office Manager  
(Name Of Signatory Party)  
do hereby state:  
(1) That I pay or supervise the payment of the persons employed by  
MA SMITH CONTRACTING CO INC  
(Contractor or Subcontractor) on the

Lakeline Blvd Rt Turn Lane  
(Building or Work) 08/26/2019 to 09/01/2019

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:  
FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.  
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

c) EXCEPTIONS

Exception (Craft)

Explanation

Remarks:

Name and Title  
Misty Roberts - office manager

Signature



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY  
SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL  
PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.

**Rental Rate Blue Book®**

May 19, 2017

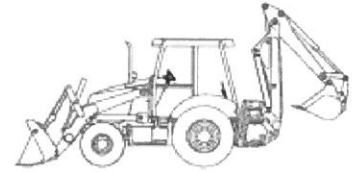
**Caterpillar 416E**

Tractor-Loader-Backhoes

Size Class:

**14' to Under 15'**

Weight:

**14,960 lbs.**

**Configuration for 416E**

Loader Bucket Capacity--Heaped  
Net Horsepower

**1.25 cu yd**  
**74 hp**

Operator Protection  
Drive

**ROPS**  
**2WD**
**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$3,150.00	\$880.00	\$220.00	\$33.00	\$16.45	\$34.35
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$3,150.00</b>	<b>\$880.00</b>	<b>\$220.00</b>	<b>\$33.00</b>	<b>\$16.45</b>	<b>\$34.35</b>

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	33%	\$1,039.50/mo
Overhaul (ownership)	49%	\$1,543.50/mo
CFC (ownership)	7%	\$220.50/mo
Indirect (ownership)	11%	\$346.50/mo
Fuel (operating) @ 2.36	41%	\$6.79/hr

Revised Date: 2nd Half 2016

The equipment represented in this report has been exclusively prepared for TRAVIS RAGLAND (travisragland@smithcontinc.com)



**PROJECT:** Lakeline Blvd.-Right Turn Lane  
**DATE:** 8/27/2019

**DESCRIPTION:**

The proposal below is to seek reimbursement for 2 months worth of Traffic Control and Environmental Services due to delays caused by utility relocations. Additionally, we are asking to be reimbursed for professionally engineered retaining wall plans that were requested by the engineer of record, but were ultimately not used in the final construction. Final cost is inclusive of the items listed below; no other costs are included in this proposal.

**LABOR:**

	Quantity	Hours	Rate	Total
Project Management			\$50.00	\$0.00
Superintendent			\$40.00	\$0.00
Foreman/Layout/Coordinator			\$30.00	\$0.00
Operator			\$19.00	\$0.00
Pipe Layer/Concrete Finisher			\$17.00	\$0.00
Laborer			\$15.00	\$0.00
Flaggers			\$14.00	\$0.00
Foreman/Layout/Coordinator OT			\$45.00	\$0.00
Operator OT			\$28.50	\$0.00
Pipe Layer/Concrete Finisher OT			\$25.50	\$0.00
Laborer OT			\$22.50	\$0.00
Flaggers OT			\$21.00	\$0.00
<b>TOTAL</b>			<b>LABOR SUBTOTAL</b>	<b>\$0.00</b>

**MATERIALS:**

	Quantity	Unit	Price	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			<b>MATERIALS SUBTOTAL</b>	<b>\$0.00</b>

**SUBCONTRACTORS:**

	Quantity	Unit	Price	
Retaining Wall Plans- P.E. Sealed	1	Ea.	\$1,000.00	\$1,000.00
Clearwater Assurance (Environmental Services)	2	Mo.	\$300.00	\$600.00
				\$0.00
				\$0.00
			<b>SUBCONTRACTORS SUBTOTAL</b>	<b>\$1,600.00</b>

**UNIT PRICING:**

	Quantity	Unit	Price	
				\$0.00
				\$0.00
			<b>UNIT PRICING SUBTOTAL</b>	<b>\$0.00</b>

**EQUIPMENT:**

	Quantity	Unit	Price	
Traffic Control (Barricades, Cones, & Advanced Warnings)	2	Mo.	\$709.00	\$1,418.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			<b>EQUIPMENT SUBTOTAL</b>	<b>\$1,418.00</b>

<b>LABOR SUBTOTAL</b>		\$0.00
<b>LABOR BURDEN</b>	<b>55%</b>	\$0.00
<b>LABOR PROFIT &amp; OVERHEAD</b>	<b>15%</b>	\$0.00
<b>MATERIALS SUBTOTAL</b>		\$0.00
<b>MATERIALS PROFIT AND OVERHEAD</b>	<b>15%</b>	\$0.00
<b>SUBCONTRACTORS SUBTOTAL</b>		\$1,600.00
<b>SUBCONTRACTORS PROFIT AND OVERHEAD</b>	<b>5%</b>	\$80.00
<b>UNIT PRICING SUBTOTAL</b>		\$0.00
<b>EQUIPMENT</b>		\$1,418.00
<b>EQUIPMENT MARKUP</b>	<b>15%</b>	\$212.70
<b>SUBTOTAL</b>		<b>\$3,310.70</b>
<b>BONDING COST</b>	<b>1%</b>	\$33.11
<b>TOTAL</b>		<b>\$3,343.81</b>

**PROPOSAL**

January 18, 2019

Mr. Chris Lopez  
Smith Contracting Co. Inc.  
Email: [chrislopez@smithcontinc.com](mailto:chrislopez@smithcontinc.com)

Ref: Structural Consulting for  $\pm 5'$  concrete block retaining wall  
At 2851  $\frac{1}{2}$  S. Lakeline Blvd., TX 78613

Mr. Chris Lopez,

In response to your request for a fee proposal, I am respectfully submitting the following proposal for your consideration. We propose to furnish Structural Engineering Services for the above referenced project based on the following:

**Project Description:**

Project includes calculations and design of  $\pm 5'$  concrete block retaining wall and the foundation

**Scope of Work:**

1. Structural design and prepare construction documents and specifications for the structural part of the above addressed project.
2. Construction documents include structural plans and details.
3. Address City's review comments if any and clear them.
4. No site visit during construction period is included.

**Compensation:**

We agree to perform the work for the project as described above based on a fixed fee of one thousand dollars (\$1,000).

**General Condition:**

1. Client to provide architectural background in ACAD format.
2. Client shall furnish geotechnical report to engineer if necessary.
3. Client shall pay for all testing services if necessary.
4. Site visits during construction phase are not included in this fee proposal except described above. Upon request, it can be provided at the hourly rate of \$150/hr.
5. Payment shall be paid at the time of final drawing's submittal.

# AtoZ Structural Engineering LLC

Consulting Engineers

E-mail. [AtoZstructuralengineering@gmail.com](mailto:AtoZstructuralengineering@gmail.com)

Firm Registration: F-14670

We appreciate the opportunity to prepare this proposal, and we welcome the occasion to discuss any aspects of it with you again. If this proposal is satisfactory, please sign and return a copy of this letter.

Respectfully submitted,

*Sang Lee*

---

Sang Lee, P.E., Principal

Accepted by Client : *C. Lopez* Date: 1/18/2019  
Mr. Chris Lopez

Cc: file



# Proposal

January 9, 2019

Smith Contracting Co., Inc

**RE: Lakeline Blvd Rt Turn Ln**

Chris,

Below is the Proposal/Contract to provide TCEQ Compliance Environmental Service for the **Lakeline Blvd Rt Turn Ln** project. This is based on the Erosion and Sediment Control Site Map provided by Kimley-Horn and Associates, Inc.

TPDES Compliance Service		QTY	Unit	Unit Price	Total
<b>SWPPP Narrative</b>					
<del>1</del>	<del>Includes: 2 Bound Copies, SWPPP (Located over Edwards Aquifer Recharge Zone)</del>	<del>1</del>	<del>EA</del>	<del>\$1,250.00</del>	<del>\$1,250.00</del>
<del>2</del>	<del>Provide &amp; Install CSN</del>	<del>1</del>	<del>EA</del>	<del>\$125.00</del>	<del>\$125.00</del>
3	Weekly Site Inspections	6 Months	Per Month	\$300.00	\$1,800.00
					<b>Total \$3,175.00</b>

This is a quotation for TCEQ Compliance Environmental Service, subject to the conditions:

- **Ten calendar days required for completion and delivery of SWPPP.**
- **Per TCEQ inspections are based on a weekly (7day) interval to include post rain event inspection when rain it measured of a 1/2 " or more in 24 hour period.**

Total cost for the weekly site inspections are based on the Project Manual of "Final Completion" of the Work within **180 calendar days** after the date of the written "Notice to Proceed" and billed monthly. Service and monthly billing with continue until notice is received from Contractor.

If the above services and conditions acceptable, please return an executed copy of this proposal to **Clearwater Assurance, LLC**. This signed copy will serve as an agreement and authorization to proceed.

Regards,

Clearwater Assurance, LLC  
QCIS # 3943452

Greg Moreno  
QCIS Texas # 3943452

**ACCEPTED:**

\_\_\_\_\_  
**Smith Contracting Co., Inc**

\_\_\_\_\_  
**DATE**



### 36"X36" ENG GRADE SIGN

4 Hour: \$5.00 USD

Daily: \$5.00 USD

Weekly: \$12.00 USD

4 Week: \$37.00 USD x 2ea = \$74.00

\*24"x12" Sidewalk Closed

4 week: \$37.00

x 4ea = \$148.00



### NAVICADE

4 Hour: \$3.00 USD

Daily: \$3.00 USD

Weekly: \$7.00 USD

4 Week: \$15.00 USD x 13ea = \$195.00



### 30"X24" HI INTENSITY SIGN

4 Hour: \$5.00 USD

Daily: \$5.00 USD

Weekly: \$12.00 USD

4 Week: \$37.00 USD x 2ea = \$74.00



### BARRICADE BOARD 8'

4 Hour: \$2.00 USD

Daily: \$2.00 USD

Weekly: \$6.00 USD

4 Week: \$12.00 USD x 4ea = \$48.00



### A-LEG BARRICADE END

4 Hour: \$2.00 USD

Daily: \$2.00 USD

Weekly: \$6.00 USD

4 Week: \$12.00 USD x 8ea = \$96.00



### BARRICADE III ENG GRADE

4 Hour: \$5.00 USD

Daily: \$5.00 USD

Weekly: \$12.00 USD

4 Week: \$37.00 USD x 2ea = \$74.00



**Commissioners Court - Regular Session****36.****Meeting Date:** 12/10/2019

1809-259 Lakeline Right Turn Lane Change Order No. 6

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of -\$2,050.00 for Lakeline Right Turn Lane (M.A. Smith Contracting), a Road Bond project in Commissioner Pct. 2. P:331 Funding Source: Road Bond

**Background**

Change Order No. 6 provides the final balancing for the overrun/underrun of City of Austin Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

---

**Fiscal Impact**

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

**Attachments**1809-259 Lakeline Right Turn Lane Chnage Order No. 6

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 09:01 AM

Started On: 11/25/2019 11:47 AM

Received

NOV 19 2017

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: M.A. Smith Contracting
2. Change Order Work Limits: Sta. 12+00 to Sta. 17+50
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 1809-259  
 Roadway: Lakeline Right Turn Lane  
 CSJ Number: \_\_\_\_\_

5. Describe the work being revised:

**2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9).** This Change Order provides the final balancing for the overrun/underrun of City of Austin contract quantities as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: See attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Date 11/19/19

By

Typed/Printed Name

Christopher R. Lopez

Typed/Printed Title

Project Manager

## The following information must be provided

Time Ext. #: N/A Days added on this CO: N/AAmount added by this change order: (\$2,050.00)

## RECOMMENDED FOR EXECUTION:

[Signature] P.E. 11/19/19  
 Project Manager Date

N/A  
 Design Engineer Date

[Signature] 11/19/2019  
 Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED

**WILLIAMSON COUNTY, TEXAS**

**CHANGE ORDER NUMBER:** 6

**Project #** 1809-259

**TABLE A: Force Account Work and Materials Placed into Stock**[illegible]**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
430S-A	REMOVE AND REPLACE PC CONCRETE CURB AND GUTTER (WW)	LF	\$35.00	20.00	\$700.00	(20.00)	0.00	\$0.00	(\$700.00)
504S-1WM-IRR	ADJUST IRRIGATION AND WATER METER (WW)	EA	\$300.00	4.00	\$1,200.00	(4.00)	0.00	\$0.00	(\$1,200.00)
510-KW	DUCTILE IRON FITTINGS(WW)	TON	\$600.00	0.25	\$150.00	(0.25)	0.00	\$0.00	(\$150.00)
TOTALS								\$0.00	(\$2,050.00)

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Williamson County Road Bond Program**

**Lakeline Right Turn Lane  
Williamson County Project No. 1809-259**

**Change Order No. 6**

**Reason for Change**

This Change Order provides the final balancing for the overrun/underrun of City of Austin Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a decrease of \$2,050.00 to the Contract amount, for an adjusted Contract total of \$591,773.70. The original Contract amount was \$567,792.55. As a result of this final Change Order, a total of \$23,981.15 has been added to the Contract, resulting in a 4.22% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

**Commissioners Court - Regular Session****37.****Meeting Date:** 12/10/2019

1711-203 Renewal 2 - Striping with DIJ Construction

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of contract 1711-203, renewal option period 2, for the same pricing, terms and conditions as the existing contract for Striping covering the term of December 19, 2019 - December 18, 2020 with DIJ Construction, Inc.

**Background**

This is the second and last renewal with DIJ Construction for Striping Services. The Road and Bridge Department submitted a Vendor Performance Report (VPR) that reflects the vendor met all county requirements on contract and requests renewal. The department point of contact is James Williams. The funding source in the FY20 budget is under Striping 01.0200.0210.003542.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1711-203 renewal 2 for Striping with DIJ Construction

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 12/04/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

12/04/2019 04:39 PM  
12/04/2019 04:48 PM  
Started On: 11/26/2019 03:31 PM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Goods	<b>Department:</b>	Road & Bridge						
<b>Vendor Name:</b>	DIJ Construction								
<b>Vendor Address:</b>	2332 CR 252, Bertram, TX 78605								
<b>Purpose/Intended Use of Product or Service (summary):</b>									
Striping									
<b>P.O./Contract Number:</b>	1711-203	<b>Effective Date:</b>	12/19/2019						
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	12/18/2020						
<b>Requested By:</b>	Terron Evertson, Director								
<b>Detailed description of renewal of product and/or service.</b>									
<ul style="list-style-type: none"> <li>• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>• PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> <li>- Completed Texas Form 1295; AND</li> <li>- Renewed Certificate of Insurance if it was required in bid/proposal</li> </ul> </li> <li>• <b>Extend Contract for the 2nd of two (2), one (1) year renewal option periods:</b> <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 30%;">Renewal Option Period 2</td> <td>December 19, 2019 – December 18, 2020</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>December 19, 2018 – December 18, 2109</td> </tr> <tr> <td>Initial Contract Period</td> <td>December 19, 2017 – December 18, 2018</td> </tr> </table> </li> </ul>				Renewal Option Period 2	December 19, 2019 – December 18, 2020	Renewal Option Period 1	December 19, 2018 – December 18, 2109	Initial Contract Period	December 19, 2017 – December 18, 2018
Renewal Option Period 2	December 19, 2019 – December 18, 2020								
Renewal Option Period 1	December 19, 2018 – December 18, 2109								
Initial Contract Period	December 19, 2017 – December 18, 2018								
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>									
Vendor <u>D.I.J. Construction, Inc.</u>	Williamson County, 710 Main St., Georgetown, TX 78626								
Name <u>Terry Nix</u>	Bill Gravell								
Title <u>President</u>	Williamson County Judge								
Signature <u>[Signature]</u>	Signature _____								
Date <u>11-25-19</u>	Date _____								

**Commissioners Court - Regular Session****38.****Meeting Date:** 12/10/2019

Walburg Heights Reconstruction Change Order No 1 IFB 1811-276

**Submitted For:** Terron Evertson**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1811-276, in the amount of \$19,321.62 for Walburg Heights Reconstruction.

**Background**

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was \$345,986.79. With the addition of this change order, of \$19,321.62, final contract amount will be \$365,308.41. The positive change order is the result of the additional asphalt used for additional driveways and intersection tie-in.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Walburg Heights Reconstruction Change Order No 1 IFB 1811-276

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:21 AM

Started On: 12/03/2019 11:36 AM



# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Pro Dirt Services, LLC
2. Change Order Work Limits: Sta. 100+00 to Sta. 114+49.91
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 1811-276

Roadway: Walburg Heights Rehab

Purchase Order Number: \_\_\_\_\_

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Date

11/18/19

By

Typed/Printed Name

Tony Dill

Typed/Printed Title

President

## The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$19,321.62

## RECOMMENDED FOR EXECUTION:

Project Manager  
Construction Observer

Date

11/25/19

Design Engineer

Date

11/25/19

Program Manager

Date

12/2/19

Design Engineer's Seal:



County Commissioner Precinct 1 Date

☐ APPROVED

☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date

☐ APPROVED

☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date

☐ APPROVED

☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date

☐ APPROVED

☐ REQUEST APPROVAL

County Judge Date

☐ APPROVED

**CHANGE ORDER NUMBER: 1**

**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

TABLE B: Contract Items

ORIGINAL + PREVIOUSLY REVISED				NEW		OVERRUN/ UNDERRUN
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	
100-6001	PREPARING ROW	AC	\$20,000.00	1.00	\$20,000.00	\$0.00
110-6001	EXCAVATION (ROADWAY)	CY	\$10.00	1,183.00	\$11,830.00	\$2,118.10
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	\$8.00	86.00	\$688.00	\$0.00
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	\$2.80	5,001.00	\$14,002.80	\$0.00
164-6003	BROADCAST SEED (PERM)(RURAL)(CLAY)	SY	\$0.25	5,001.00	\$1,250.25	\$0.00
166-6001	FERTILIZER	AC	\$2,500.00	1.00	\$2,500.00	\$0.00
169-6001	VEGETATIVE WATER	MG	\$20.00	186.00	\$3,720.00	\$1,898.00
247-6041	FL BS (CMP IN PLC)(TYA GR1-2(FNAL POS)	CY	\$57.78	1,401.00	\$80,949.78	\$83,549.88
310-6027	PRIME COAT (MC-30 OR AE-P)	GAL	\$6.41	996.00	\$6,384.36	\$3,589.60
316-6175	AGGR(TY-B GR-4 SAC-B)	CY	\$424.00	39.00	\$16,536.00	\$16,960.00
316-6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	\$8.22	1,652.00	\$13,579.44	\$12,535.50
340-6120	D-GR HMA(SQ) TY-D SAC-B PG70-22	TON	\$154.00	300.00	\$46,200.00	\$56,210.00
460-6003	CMP(GAL STL 24IN)	LF	\$22.00	58.00	\$1,276.00	\$2,376.00
460-6009	CMP AR (GAL STL DES 2)	LF	\$19.00	244.00	\$4,636.00	\$5,320.00
467-6380	SET (TY II)(24IN)(CMP)(6:1)(P)	EA	\$2,500.00	2.00	\$5,000.00	\$0.00
467-6525	SET (TY II)(DES 2)(CMP)(6:1)(P)	EA	\$2,600.00	16.00	\$41,600.00	\$41,600.00
498-6050	REMOVE STR (DRIVEWAY CULVERT)	EA	\$1,500.00	7.00	\$10,500.00	\$0.00
500-6001	MOBILIZATION	LS	\$20,000.00	1.00	\$20,000.00	\$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$4,500.00	2.00	\$9,000.00	\$0.00
506-6001	ROCK FILTER DAMS (INSTALL)(TY 1)	LF	\$85.00	20.00	\$1,700.00	\$0.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$25.00	20.00	\$500.00	\$0.00
506-6020	CONSTRUCTION EXITS (INSTALL)(TY1)	SY	\$8.33	112.00	\$1,000.16	\$0.00
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$5.00	112.00	\$560.00	\$0.00
506-6038	TEMP SEDMT CONT FENCE(INSTALL)	LF	\$5.00	1,360.00	\$6,800.00	\$6,010.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$1.00	1,360.00	\$1,360.00	\$1,202.00
530-6005	DRIVEWAYS (ACP)	SY	\$29.44	600.00	\$17,664.00	\$23,106.28
560-6011	MAILBOX INSTALL-S (TWW-POST) TY-4	EA	\$1,000.00	6.00	\$6,000.00	\$8,000.00
644-6070	RELOCATED SM RD SN SUP&AM TY580(1)(SAP)	EA	\$750.00	1.00	\$750.00	\$0.00
TOTALS					\$366,308.41	\$19,321.62

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Commissioners Court - Regular Session****39.****Meeting Date:** 12/10/2019

CR 314 Change Order No 1 IFB 1902-294

**Submitted For:** Terron Evertson**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1902-294, in the amount of \$353.67 for CR 314 Widening at Igo Elementary School.

**Background**

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was \$619,249.97. With the addition of this change order, of \$353.67, final contract amount will be \$619,603.64.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CR 314 Change Order No 1 IFB 1902-294

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:22 AM

Started On: 12/03/2019 11:54 AM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Q.A. Construction Services, Inc.
2. Change Order Work Limits: Sta. 108+66 to Sta. 131+06
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 1902-294

Roadway: CR314

Purchase Order  
Number: \_\_\_\_\_

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

## The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$353.67

THE CONTRACTOR Date 11-15-19

By [Signature]

Typed/Printed Name Dave Hernandez

Typed/Printed Title Project Manager

## RECOMMENDED FOR EXECUTION:

[Signature] 11-22-19  
Project Manager Date  
Construction Observer

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

[Signature] 11/25/19  
Design Engineer Date

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

[Signature] 12/2/19  
Program Manager Date

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

Design Engineer's Seal:



County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date



**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

TABLE B: Contract Items

ORIGINAL + PREVIOUSLY REVISED										NEW	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	ADD or (DEDUCT)	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN		
100	PREPARING ROW	AC	\$600.00	3.00	\$1,500.00		3.00	\$1,500.00	\$0.00		
104	REMOVING CONC (DRIVEWAYS)	SY	\$40.00	292.00	\$11,680.00			\$0.00	(\$11,680.00)		
104	REMOVING CONC (CURB OR CURB AND GUTTER)	LF	\$7.00	180.00	\$1,260.00		0.00	\$0.00	\$0.00		
110	EXCAVATION (ROADWAY)	CY	\$6.00	1,806.00	\$10,837.78		1,806.00	\$10,837.78	\$0.00		
110	EXCAVATION (CHANNEL)	CY	\$6.00	3,627.00	\$21,760.00		3,627.00	\$21,760.00	\$0.00		
160	FURNISHING AND PLACING TOPSOIL (4")	SY	\$3.75	9,191.00	\$34,466.25		7,679.00	\$28,796.25	(\$5,670.00)		
162	BLOCK SODDING	SY	\$10.00	9,191.00	\$91,910.00		7,579.00	\$75,790.00	(\$16,120.00)		
166	FERTILIZER	AC	\$1,424.23	2.00	\$2,848.45		0.00	\$0.00	(\$2,848.45)		
168	VEGETATIVE WATERING	MG	\$17.98	315.00	\$5,646.79		15.00	\$5,934.54	\$269.75		
247	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	\$24.00	1,806.00	\$43,351.11		1,806.00	\$43,351.11	(\$0.00)		
310	PRIME COAT (MC-30 OR AE-P)	GAL	\$4.00	2,047.00	\$8,188.00		850.00	\$3,400.00	(\$4,788.00)		
316	AGGR (TY-B GR-4 SAC-B)	CY	\$135.00	90.00	\$12,150.00		90.62	\$12,233.70	\$83.70		
316	ASPH (CHFRS-2P OR CRS-2P)	GAL	\$4.00	3,584.00	\$14,336.00		3,465.00	\$13,860.00	(\$476.00)		
341	D - GR HMA TY - D PG70 - 22	TON	\$140.00	1,127.00	\$157,780.00		248.88	\$192,623.20	\$34,843.20		
354	PLANE ASPH CONC PAV (0" TO 2")	SY	\$12.74	767.00	\$9,775.00		214.22	\$2,730.12	(\$7,044.88)		
432	RIPRAP (STONE PROTECTION) (24 IN)	CY	\$50.00	10.00	\$500.00		10.00	\$500.00	\$0.00		
460	CMP AR (GAL STL DES 2)	LF	\$285.00	76.00	\$21,660.00		119.00	\$33,915.00	\$12,255.00		
460	CMP AR (GAL STL DES 5)	LF	\$300.00	200.00	\$60,000.00		200.00	\$60,000.00	\$0.00		
464	RC PIPE (CL III) (18 IN)	LF	\$96.00	10.00	\$960.00		10.00	\$960.00	\$0.00		
467	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	\$450.00	1.00	\$450.00		1.00	\$450.00	\$0.00		
467	SET (TY II) (DES 2) (CMP) (6: 1) (C)	EA	\$750.00	6.00	\$4,500.00		8.00	\$6,000.00	\$1,500.00		
467	SET (TY II) (DES 5) (CMP) (3: 1) (C)	EA	\$900.00	8.00	\$7,200.00		13.00	\$11,700.00	\$4,500.00		
496	REMOV STR (INLET)	EA	\$750.00	3.00	\$2,250.00		0.00	\$0.00	\$0.00		
496	REMOV STR (SET)	EA	\$750.00	3.00	\$2,250.00		3.00	\$2,250.00	\$0.00		
496	REMOV STR (PIPE)	LF	\$30.00	206.00	\$6,180.00		216.00	\$6,480.00	\$300.00		
500	MOBILIZATION	LS	\$9,500.00	1.00	\$9,500.00		1.00	\$9,500.00	\$0.00		
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$2,518.00	2.00	\$5,036.00		2.00	\$5,036.00	\$0.00		
506	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$35.00	105.00	\$3,675.00		40.00	\$1,400.00	\$1,400.00		
506	ROCK FILTER DAMS (REMOVE) (TY 2)	LF	\$15.00	105.00	\$1,575.00		145.00	\$5,075.00	\$4,000.00		
529	CONC CURB & GUTTER (TY II)	LF	\$22.00	132.00	\$2,904.00		88.00	\$1,936.00	(\$968.00)		
529	CONC CURB (RIBBON)	LF	\$18.00	150.00	\$2,700.00		75.00	\$1,350.00	(\$1,350.00)		
530	DRIVEWAYS (CONC)	SY	\$60.00	292.00	\$17,520.00		308.40	\$18,504.00	\$984.00		
662	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	\$6.00	78.00	\$468.29		103.00	\$618.38	\$150.09		
662	WK ZN PAV MRK SHT TERM (TAB) TY - 2	EA	\$6.00	666.00	\$3,994.88		493.00	\$2,957.17	(\$1,037.71)		
666	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	EA	\$1.75	1,600.00	\$2,800.00		636.00	\$1,113.00	(\$1,687.00)		
666	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	\$75.00	4.00	\$300.00		0.00	\$0.00	\$0.00		
666	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	\$5.00	364.00	\$1,820.00		221.00	\$1,105.00	\$1,105.00		
666	REFL PAV MRK TY II (W) 8" (SLD)	LF	\$2.00	1,600.00	\$3,200.00		636.00	\$1,272.00	(\$1,928.00)		
666	REFL PAV MRK TY II (W) (ARROW)	EA	\$75.00	4.00	\$300.00		0.00	\$0.00	\$0.00		
666	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$1.50	350.00	\$525.00		0.00	\$0.00	(\$525.00)		
666	REFL PAV MRK TY II (Y) 4" (BRK)	LF	\$1.75	6,522.00	\$11,413.50		5,962.00	\$10,433.50	(\$980.00)		
666	REFL PAV MRK TY II (Y) 24" (SLD)	LF	\$5.00	364.00	\$1,820.00		221.00	\$1,105.00	\$1,105.00		
666	RE PW W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	\$1.75	350.00	\$612.50		0.00	\$0.00	(\$612.50)		
666	RE PW W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	\$1.75	6,522.00	\$11,413.50		6,097.00	\$10,669.75	(\$743.75)		
672	REFL PAV MRKR TY I-C	EA	\$2.25	533.00	\$1,200.00		46.00	\$103.56	(\$1,096.44)		
672	REFL PAV MRKR TY I-A	EA	\$4.90	289.00	\$1,414.92		302.00	\$1,478.57	\$63.65		
752	TREE REMOVAL (42" - 48" DIA)	EA	\$1,600.00	1.00	\$1,600.00		1.00	\$1,600.00	\$0.00		
TOTALS								\$619,603.64	\$353.67		

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Commissioners Court - Regular Session****40.****Meeting Date:** 12/10/2019

Corridor C Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute a real estate contract with Dennis Lynn Davidson for right of way needed on the Corridor C (SH 29 Bypass) project. (Parcel 12). Funding: Road Bonds P459

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Davidson Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 03:46 PM

Started On: 12/04/2019 03:41 PM



## **REAL ESTATE CONTRACT**

Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by DENNIS LYNN DAVIDSON (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

All of that certain 0.058 acre (2,527 Sq. Ft.) tract of land out of the John F. Fergusen Survey, Abstract No. 231, in Williamson County, Texas and being a portion of a 0.783 acre tract called Tract 2 in deed to Dennis L. Davidson recorded in Volume 1705, Page 816, Official Records, Williamson County, Texas and said 0.058 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 12**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of EIGHT THOUSAND FIVE HUNDRED and 00/100 Dollars (\$8,500.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING  
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before December 20, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged 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 monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

Dennis Lynn Davidson

By: Dennis Lynn Davidson Address: 1301 CR106  
Dennis Lynn Davidson Georgetown, TX 78626  
Date: 11-21-19

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

**Commissioners Court - Regular Session****41.****Meeting Date:** 12/10/2019

CR 111 Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute a real estate contract and an Agreement Regarding the Option to Purchase Waterline Easement with Marta C. Avery Exempt Trust for right of way and easements needed on the CR 111 (Westinghouse Rd.) Project. (Parcel 31). Funding: Road Bonds P249

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Avery Contract](#)[Avery Option Agreement](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 03:51 PM

Started On: 12/04/2019 03:44 PM

**REAL ESTATE CONTRACT**  
**CR 111 Right of Way—Parcel 31**

THIS REAL ESTATE CONTRACT ("Contract") is made by the MARTA C. AVERY EXEMPT TRUST (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.334 acre (14,528 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price and Additional Compensation**

2.01. The Purchase Price for the Property interests described in Exhibit "A", and compensation for any damage to the remaining property of Seller not acquired herein, shall be the sum of TWENTY-TWO THOUSAND and 00/100 Dollars (\$22,000.00).

2.01.1. As additional compensation for any improvements on the Property, and for the replacement of fencing on the remainder property Purchaser shall pay the amount of THREE THOUSAND TWO HUNDRED FORTY-NINE and 00/100 Dollars (\$3,249.00).



Payment of Purchase Price and Additional Compensation

2.02. The cash portion of the Purchase Price and Additional Compensation shall be payable at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser. By execution of this Contract the parties acknowledge that there is an existing unrecorded agricultural lease impacting all or parts of the Property to be conveyed herein, and the parties agree that as an obligation which shall survive the Closing they shall use best efforts to modify the existing lease to exclude or otherwise partially release the existing lease with regard to the Property;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before December 15, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged 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 monetary liens and other 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 shown on Schedule B. of the Title Commitment for the Property which are not objected to by Purchaser.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance, at no cost to Seller, which will allow Purchaser to obtain a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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



Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature pages follow]*

**SELLER:**

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery  
Marta C. Avery, Trustee

Date: 11/25/19

Address: 800 J Street # 304  
Sacramento, CA 95814

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 31  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 31**

BEING 0.334 of an acre (14,528 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 69.55 acres, as conveyed to Charles N. Avery, III, Trustee, by deed recorded as Document No. 2006032116 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows:

**BEGINNING** at an iron pin found (Surface Coordinates determined as N=10196987.45, E=3154024.29) on the south line of County Road No. 105 marking the Northeast corner of the above-referenced 69.55 acre Avery tract, being the Southeast corner of that certain tract of land, called 2.585 acres, as conveyed to Don Wilson, County Judge of Williamson County and his successors in office, by deed as recorded in Volume 1649, Page 206, of the Official Records of Williamson County, Texas, for the Northeast corner hereof, from which a ½-inch iron rebar found for a Northeast corner of that certain tract of land, called 0.500 acres, as conveyed to Atsushi Miyamoto and Tomoko Omura, Husband and Wife, by deed recorded as Document No. 2014064599 of the Official Public Records of Williamson County, Texas bears S 20°13'30" E, 4.91 feet to a ½-inch iron rebar found for the above-referenced 0.500 acre Atsushi Miyamoto and Tomoko Omura, Husband and Wife tract, then N 68°17'30" E, 185.01 feet;

**THENCE**, along the east line of the said 69.55 acre Avery tract, S 20°13'30" E, 4.91 feet to an iron pin found marking the Northwest corner of Lot 1 of Bell Meadows, Section One, a subdivision of record in Cabinet O, Slide 95, of the Plat Records of Williamson County, Texas, and continuing along the west line of the said Lot 1, S 22°18'45" E, 8.06 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 185+50.51 for the Southeast corner hereof;

**THENCE**, along a curve to the left, (Radius = 1,432.00 feet, Delta = 23°22'15", Long Chord bears S 47°17'45" W, 580.03 feet), an arc distance of 584.07 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 179+38.81 on the said south line of County Road No. 105, being the north line of the said 69.55 acre Avery Tract, being the south line of the said 2.585 acre Williamson County tract, for the most westerly corner hereof;

**THENCE**, along the said south line of County Road No. 105, being the north line of the said 69.55 acre Avery Tract 1 and the south line of the said 2.585 acre Williamson County, tract, N 27°03'00" E, 49.41 feet to an iron pin found at the beginning of a curve to the right, (Radius = 760.00 feet, Long Chord bears N 47°49'45" E, 538.39 feet), and along the said curve for an arc distance of 550.33 feet to the Place of **BEGINNING** and containing 0.334 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

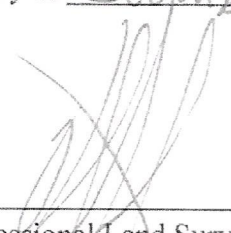
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

  
\_\_\_\_\_  
Patrick J. Stevens  
Registered Professional Land Surveyor, No. 5784  
State of Texas



Project No. 22009-31

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 31.docx



36.63 AC  
RICHARD A. &  
KAREN T. SILVA  
9724044

2.87 AC  
WALLACE DANIEL, JR.  
2314/532

CR 105

SEE INSET 1

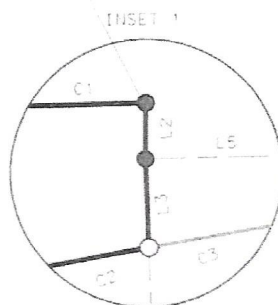
PROPOSED FOW

14,528 SF  
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C100

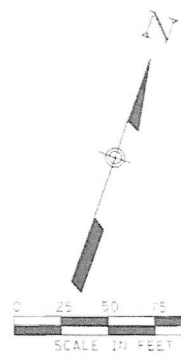
2.585 AC  
DON WILSON, COUNTY JUDGE OF  
WILLIAMSON COUNTY  
AND HIS SUCCESSORS IN OFFICE  
1649/206

69.55 AC  
CHARLES N. AVERY III, TRUSTEE  
2006032116



BELL MEADOWS  
SECTION ONE  
0/95

C5 19°30'07" E 190.85' ALL



STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
CHARLES N. AVERY III, TRUSTEE

SCALE: 1"=100'  
PARCEL: 31  
PROJECT: CR 111  
COUNTY: WILLIAMSON



# LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 27°03'00" E	49.41'
L2	S 20°13'30" E	4.91'
L3	S 22°31'45" E	8.06'
L4	S 27°03'00" W	319.76'
(L4)	N 29°31'56" E	371.29'
L5	N 68°17'30" E	56.21'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	760.00'	550.33'	N 47°49'45" E	538.39'	41°29'15"
(C1)	760.00'	550.21'	N 50°16'20" E	538.27'	
C2	1,432.00'	584.10'	S 47°17'45" W	580.06'	23°22'15"
C3	1,432.00'	56.67'	N 60°07'00" E	56.67'	2°16'00"

## NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

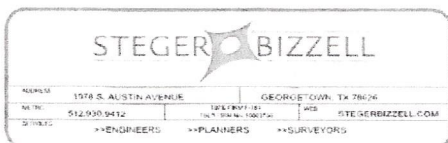
1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 299
2. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
4. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
5. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
6. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 650

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*[Signature]*  
 12-15-16  
 PATRICK J. STEVENS  
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784  
 STATE OF TEXAS

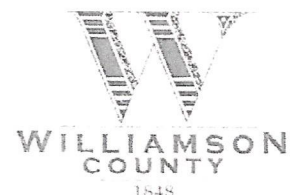


PAGE 2 OF 2



PARCEL PLAT SHOWING PROPERTY OF:  
 CHARLES N. AVERY III, TRUSTEE

SCALE: 1"=100'  
 PARCEL: 31  
 PROJECT: CR 111  
 COUNTY: WILLIAMSON



# EXHIBIT "B"

Parcel 31

## DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That MARTA C. AVERY EXEMPT TRUST, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.334 acre (14,528 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

### **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.



Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/CR105/Westinghouse Road.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 25 day of November, 2019.

*[signature page follows]*

**GRANTOR:**

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery  
Marta C. Avery, Trustee

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by Marta C. Avery, Trustee, in the capacity and for the purposes and consideration recited therein.

See Attached  
\_\_\_\_\_  
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:**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Sacramento

On

Nov 25<sup>th</sup> 2019

Date

before me,

Lane Elliott, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Marta C. Avery

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT

### CR 111 Right of Way—Parcel 31

As additional consideration and Agreement in connection with that certain Real Estate Contract between the parties executed effective of even date herewith, this AGREEMENT REGARDING OPTION TO PURCHASE WATERLINE EASEMENT ("Agreement") is made by and between the MARTA C. AVERY EXEMPT TRUST ("Seller"), and WILLIAMSON COUNTY, TEXAS ("Purchaser").

The terms of this Agreement are as follows:

1.01. As an agreement and obligation which shall survive the Closing of that certain Real Estate Contract between the parties, Purchaser shall have the additional option (the "Option") at its sole discretion to purchase a waterline easement interest in and across the following Property of Seller:

All of that certain 0.180 acre (7,821 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31-WE**)

for the consideration and terms as set forth in this Agreement.

1.02. The Purchase Price for the Easement described herein shall be THREE THOUSAND and no/100 Dollars (\$3,000.00).

1.03. The Option to purchase this easement shall continue until the expiration of two (2) years after the Effective Date of this Agreement (the "Option Period"). The Effective Date shall be the date of the last execution by any party. Purchaser shall have the right to extend the Option Period for an additional period of two years by providing written notice to Seller, and if such extension is exercised the Purchase Price for the easement shall be increased by 20%.

1.04. The parties shall record a Memorandum of Option at the Closing of the fee simple Property transaction contemplated in the Contract described above. The form of the Memorandum of Option shall be as shown in Exhibit "B" attached hereto and incorporated herein. The Option shall be a covenant running with the land, and shall bind Seller's heirs, agents, successors and assigns.

1.05. The Closing for completion of any Easement purchase transaction under this Agreement shall take place within 30 days after Buyer's notice in writing to Seller of its intent to exercise the Option identified herein.

1.06. The form of the Easement to be granted under this Agreement shall be as shown in Exhibit "C" attached hereto and incorporated herein, or as otherwise agreed to between the parties.

1.07. This Agreement may be executed in any number of counterparts, which may together constitute the Agreement. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Agreement.

**SELLER:**

Executed this 25 day of November, 2019.

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery  
Marta C. Avery, Trustee

**PURCHASER:**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge



**EXHIBIT A**

**County:** Williamson  
**Parcel:** 31E  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 31E**

BEING a 0.180 of one acre parcel (7,821 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 69.55 acre tract of land described in a Warranty Deed with Vendor's Lien to Charles N. Avery, III, Trustee, recorded in Document No. 2006032116 of the Official Public Records of Williamson County, Texas. Said 0.180 of one acre parcel (7,821 Square Feet) being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10196297.20, E: 3153457.40) for the Northwest corner of said 69.55 acre tract and the Northeast corner of a called 50.441 acre tract of land described in a Warranty Deed to The Ranches at Emerald Meadows, LLC, recorded in Document No. 201544217 of said Official Public Records, also being in the existing Southeasterly right-of-way line of County Road No. 105 (a variable width right-of-way) and a called 2.585 acre tract of land described in a Warranty Deed to Don Wilson, County Judge of Williamson County, recorded in Volume 1649, Page 206 of the Official Records of Williamson County, Texas, said 1/2-inch iron rebar found being 88.08 feet right of and at a right angle to proposed Engineers Centerline Station 176+10.83;

THENCE North 27°02'53 East along the Northwest line of said 69.55 acre tract and said existing Southeasterly right-of-way line of County Road No. 105 and 2.585 acre tract, a distance of 319.76 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set, from which a 1/2-inch iron rebar found for a Point of Curvature in said Northwest line of said 69.55 acre tract and said existing Southeasterly right-of-way line of County Road No. 105 and 2.585 acre tract, bears North 27°02'53 East a distance of 49.41 feet;

THENCE departing said existing Southeasterly right-of-way line of County Road No. 105, over and across said 69.55 acre tract, the following two (2) courses and distances:

1. Northeasterly along the arc of a curve to the right having a radius of 1432.00 feet, an arc length of 58.81 feet, a delta angle of 02°21'11", and a chord which bears North 36°47'13" East a distance of 58.81 feet to the West corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10196629.08, E: 3153638.02) of the herein described tract, said corner being 68.00 feet right of and at a right angle to proposed Engineers Centerline Station 180+00.41; and

2. Northeasterly along the arc of a curve to the right having a radius of **1432.00** feet, an arc length of **525.29** feet, a delta angle of **21°01'03"**, and a chord which bears **North 48°28'20" East** a distance of **522.35** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 69.55 acre tract and the West line of Lot 1, BELL MEADOWS, SECTION ONE, a subdivision recorded in Cabinet O, Slide 95-97, of the Plat Records of Williamson County, Texas, from which a 1/2-inch iron rebar found for the Northwest corner of said Lot 1, being in said East line of the 69.55 acre tract and said existing Southeasterly right-of-way line of County Road No. 105, bears North 22°31'47 West a distance of 8.06 feet;

THENCE **South 22°31'47 East** along said East line of the 69.55 acre tract and said West line of Lot 1, a distance of **15.17** feet to the Southeast corner of the herein described tract;

THENCE over and across said 69.55 acre tract, the following two (2) courses and distances:

1. Southwesterly along the arc of a curve to the left having a radius of **1,417.00** feet, an arc length of **517.55** feet, a delta angle of **20°55'37"**, and a chord which bears **South 48°25'37" West** a distance of **514.68** feet to the Southwest corner of the herein described tract; and
2. **North 52°02'11" West** a distance of **15.00** feet to the **POINT OF BEGINNING** and containing 0.180 of one acre (7,821 Square Feet) of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

Surveyed on the ground this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PRELIMINARY – FOR REVIEW, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

Travis S. Tabor, RPLS No. 6428  
Steger & Bizzell Engineering, Inc.  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPLS Firm No. 10003700



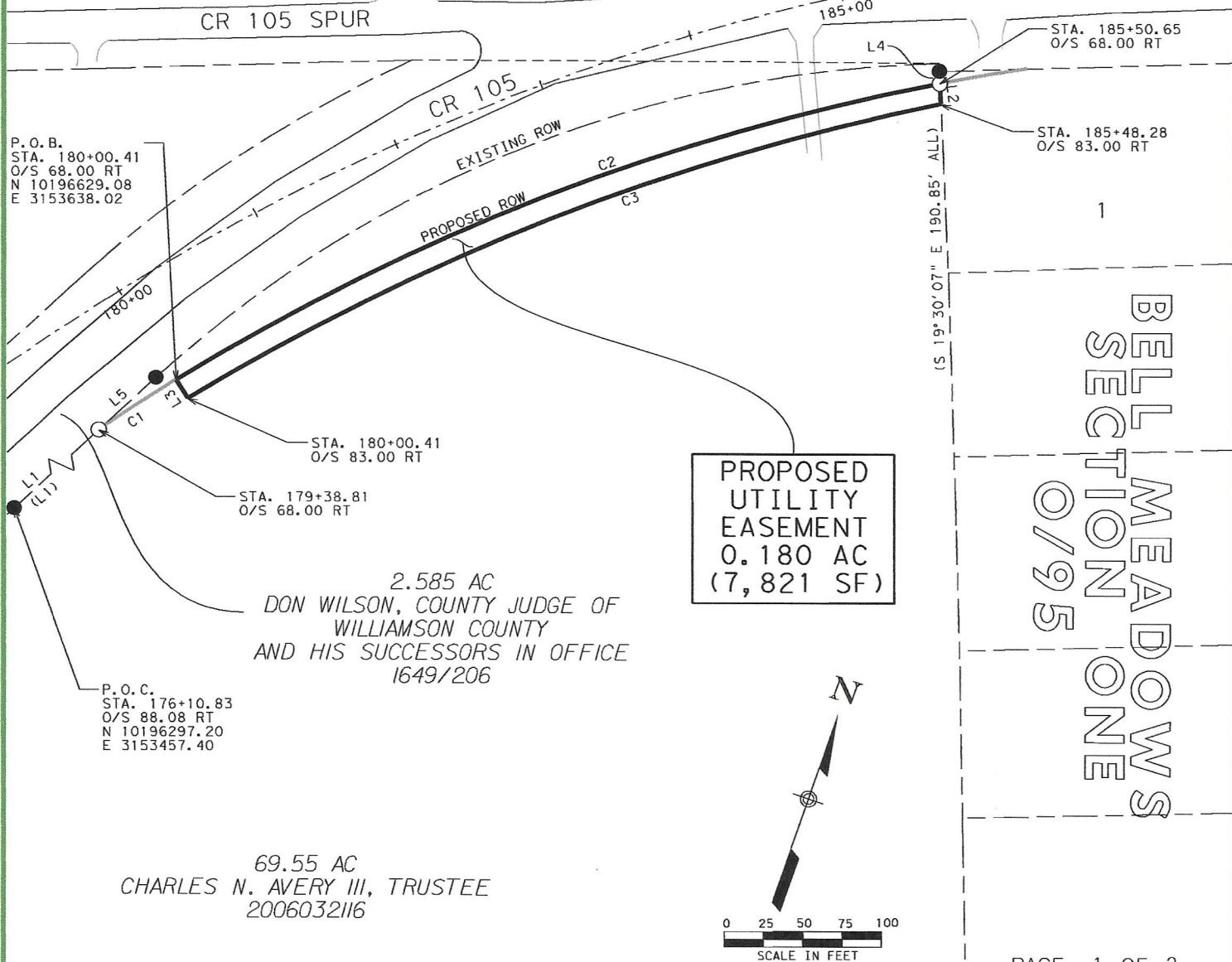
J. MCQUEEN  
ABSTRACT No. 426

PLAT TO ACCOMPANY PARCEL DESCRIPTION

36.63 AC  
RICHARD A. & KAREN T. SLIVA  
9724044

2.87 AC  
WALLACE DANIEL, JR.  
2314/532

6.60 AC  
ROBERT R. & DEANNA R. THOMPSON  
9955611  
REMAINDER OF 30.00 AC  
WALLACE DANIEL, JR.  
2369/611



PAGE 1 OF 2

STEGE BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE  
CITY GEORGETOWN, TX 78626  
PHONE 512.930.9412  
FAX 512.930.9412  
WEB STEGENBIZZELL.COM  
SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

CHARLES N. AVERY III, TRUSTEE

SCALE:  
1"=100'

PARCEL:  
31E

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



## LEGEND

- TYPE I CONCRETE MONUMENT FOUND  
 ■ TYPE II MONUMENT FOUND  
 ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED  
 ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"  
 ● 1/2" IRON ROD FOUND UNLESS NOTED  
 △ CALCULATED POINT  
 ⊕ NAIL FOUND  
 ⊕ CENTER LINE  
 ( ) RECORD INFORMATION  
 P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 — LINE BREAK

CODE	BEARING	DISTANCE
L1	N 27°02'53" E	319.76'
(L1)	N 29°31'56" E	371.29'
L2	S 22°31'47" E	15.17'
L3	N 52°02'11" W	15.00'
L4	N 22°31'47" W	8.06'
L5	N 27°02'53" E	49.41'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,432.00'	58.81'	N 36°47'13" E	58.81'	02°21'11"
C2	1,432.00'	525.29'	N 48°28'20" E	522.35'	21°01'03"
C3	1,417.00'	517.55'	S 48°25'37" W	514.68'	20°55'37"

## NOTES:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY — FOR REVIEW, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

TRAVIS S. TABOR  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 6428  
STATE OF TEXAS

PAGE 2 OF 2



ADDRESS: 1978 S. AUSTIN AVENUE  
 METRO: 512.930.9412  
 SERVICES: >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

CHARLES N. AVERY III, TRUSTEE

SCALE:  
1"=100'

PARCEL:  
31E

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON







EXECUTED by the parties on the date of their respective acknowledgements below to be effective the date of the last of such acknowledgements.

OPTIONORS:

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery  
Marta C. Avery, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This Instrument was acknowledged before me on \_\_\_\_\_ 2019, by Marta C. Avery, in the capacity and for the purposes and consideration recited herein.

See Attached [signature]

Notary Public

My Commission Expires

\_\_\_\_\_ [date]

[notarial seal]

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

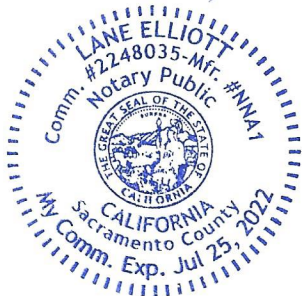
State of California

County of Sacramento }

On Nov. 25<sup>th</sup>, 2019 before me, Lane Elliott, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Marta C. Avery  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

COUNTY:

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
By: Bill Gravell, Jr.  
Title: County Judge

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This Instrument was acknowledged before me on \_\_\_\_\_ 2019, by Williamson County Judge Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

[*notarial seal*] \_\_\_\_\_ [*signature*]  
Notary Public  
My Commission Expires \_\_\_\_\_ [*date*]

**AFTER RECORDING, PLEASE RETURN TO:**

**Sheets & Crossfield, P.C.  
309 East Main St.  
Round Rock, Texas 78664**



# EXHIBIT "C"

## WATERLINE EASEMENT

County Road 111—Parcel 31

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

### **GRANT OF EASEMENT:**

MARTA C. AVERY EXEMPT TRUST ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across approximately 0.180 acre (**Parcel 31—WE**), being the property of Grantor which is more particularly described on the sketch which accompanies the metes and bounds in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

### **CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

### **PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise available from a public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be non-exclusive, however Grantor covenants that Grantor will not convey any other easement or conflicting rights which materially impair Grantor's use of the Easement Tract. Grantor may alter or otherwise use the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted, including specifically the rights to cross the surface with access roads and driveways, and for crossing with other utility facilities at an angle not less than forty five (45) degrees within the Easement Tract, provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS:**

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: \_\_\_\_\_

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

**ASSIGNABILITY:**

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 25 day of November 2019.

**GRANTOR:**

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery  
Marta C. Avery, Trustee

Acknowledgment

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument is acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Marta C. Avery, Trustee, in the capacity and for the purposes and consideration recited herein.

See Attached  
\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento }

On Nov. 25<sup>th</sup> 2019 before me, Lane Elliott, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Marta C. Avery  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**Commissioners Court - Regular Session****42.****Meeting Date:** 12/10/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Big Sky Vistas subdivision – Precinct 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 preliminary plat for the Big Sky Vistas subdivision – Precinct 4.

**Background**

This proposed subdivision consists of 24 lots and no new public roads.

**Timeline**

2019-09-06 – initial submittal of the preliminary plat

2019-10-01 – 1<sup>st</sup> review complete with comments2019-10-31 – 2<sup>nd</sup> submittal of preliminary plat2019-11-14 – 2<sup>nd</sup> review complete with comments2019-11-25 – 3<sup>rd</sup> submittal of preliminary plat2019-12-03 – 3<sup>rd</sup> review complete with minor comments2019-12-05 – 4<sup>th</sup> submittal of preliminary plat2019-12-05 – 4<sup>th</sup> review complete with comments clear

2019-12-05 – preliminary plat placed on the December 10, 2019 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**preliminary plat - Big Sky Vistas

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 12/05/2019

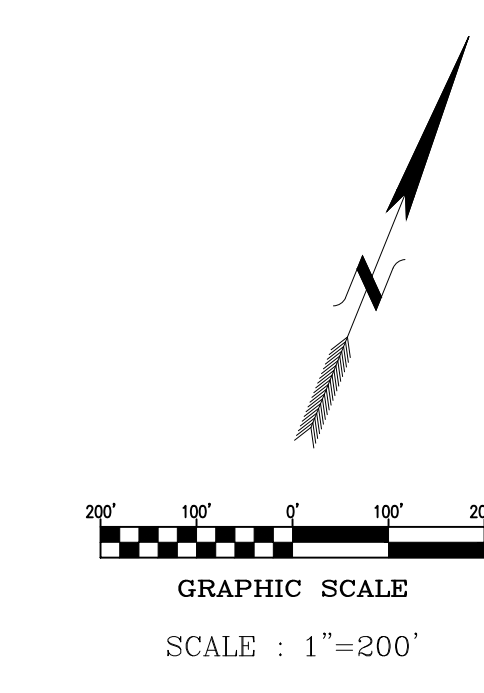
**Reviewed By**

Andrea Schiele

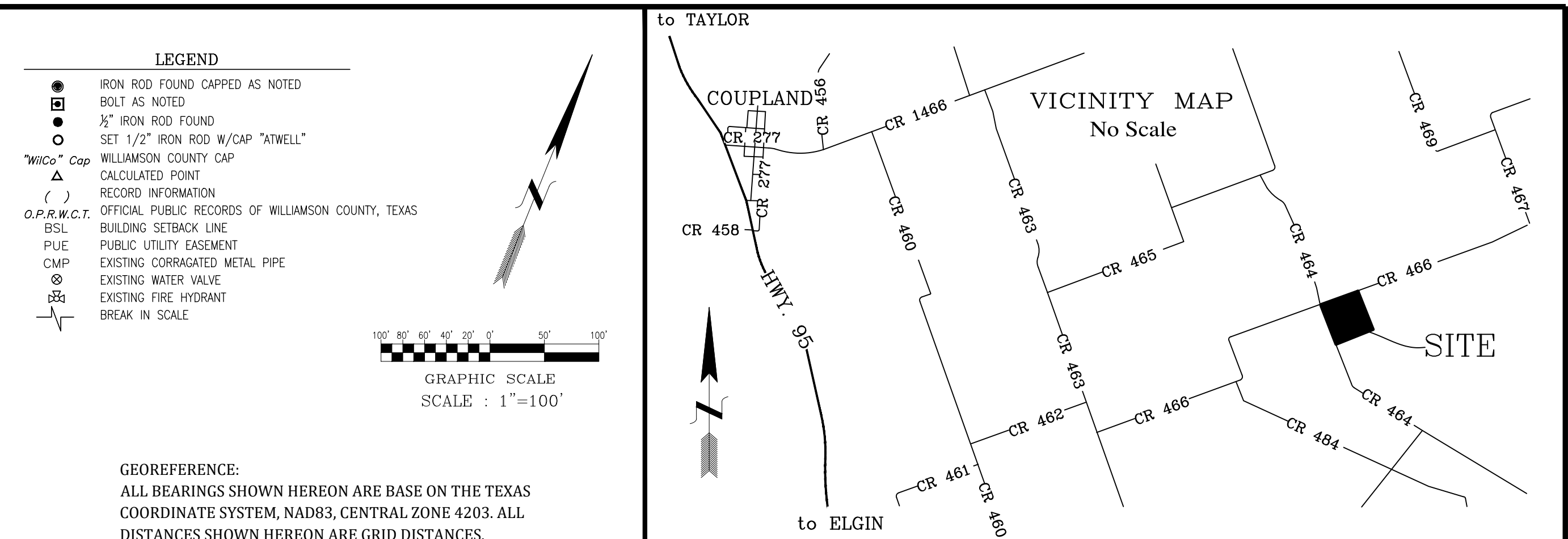
**Date**

12/05/2019 03:53 PM

Started On: 12/05/2019 11:38 AM







1. THIS PLAT LIES IN WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT (ESD) #10.
2. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ.
4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.
5. SEWAGE SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.
6. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
7. THE FOLLOWING LOTS MAY NOT BE FURTHER SUBDIVIDED 11, 12, 13, 16, 17, 18, 21, 22, & 23.
8. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.
9. 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.
10. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

**Commissioners Court - Regular Session****43.****Meeting Date:** 12/10/2019

Presentation

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Hear an overview by Julie Parsley, the CEO of Pedernales Electric Cooperative, Inc., regarding PEC statistics and local operations.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 10:35 AM

Started On: 12/04/2019 09:43 AM



**Commissioners Court - Regular Session****44.****Meeting Date:** 12/10/2019

Wilco CACAC appointments

**Submitted For:** Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on the reappointment of Gary Boyd as the Williamson County Representative to the CAPCOG Clean Air Coalition Advisory Committee (CACAC) and Shelbi Davis as the Williamson County CACAC proxy effective January 1, 2020 through December 31, 2021.

**Background**

Gary Boyd, the current Director of Environmental Programs at the Williamson County Conservation Foundation, has changed his mind and now wishes to be reappointed to the CACAC. The CACAC by-laws stipulate that a proxy may be appointed in case the appointee cannot attend the meetings. Both Mr. Boyd and Ms. Davis have agreed to this arrangement.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Shelbi Davis bio](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 10:43 AM

Started On: 12/03/2019 11:25 AM

## Shelbi Davis bio for Williamson County's appointment to the CAPCOG Clean Air Coalition Advisory Council (CACAC)

Shelbi Davis graduated from the University of Texas with a Bachelor of Science in Health Promotion. She earned her Master of Public Health at the UT Health Science Center, School of Public Health. Shelbi has worked at Dell Children's Medical Center conducting program coordination, research, and data analysis for Trauma Services, and she currently works as a Technical Writer at Williamson County and Cities Health District (WCCHD) where she coordinates grant management, strategic planning, health assessment, and quality improvement at the health district.

In addition to these efforts, she leads WCCHD's efforts to build a climate resilient community through the adoption of strategies and policies that address the physical, environmental, and social effects of climate change. She leads a committee of employees, known as the "Green Team," who collaborate to improve environmental sustainability within WCCHD and the community-at-large. Intra-agency priorities include improving and expanding recycling efforts, creating eco-friendly breakrooms, and developing a plan for the implementation of a community garden. Each of these initiatives seek all-staff engagement and participation. Inter-agency priorities include community outreach, education, and leveraging partnerships to create widespread changes throughout the county.

**Commissioners Court - Regular Session****45.****Meeting Date:** 12/10/2019

Non-Williamson County Entity Dispatch Fees

**Submitted For:** Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Williamson County charging for dispatch services provided by Emergency Communications and Technology Services for a non-Williamson County entities.

**Background**

On August 27, 2019, the court discussed the Liberty Hill ISD ILA for services. The court has not formally approved a fee schedule for the remaining non-Williamson County entities that are dispatched by our call center. This item gives the court the opportunity to discuss moving forward ahead of 2020 budget discussions.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 10:04 AM

Started On: 12/05/2019 09:32 AM

**Commissioners Court - Regular Session****46.****Meeting Date:** 12/10/2019

Early voting locations and schedule for 2020 Primary Elections

**Submitted For:** Chris Davis**Submitted By:** Jenifer Favreau, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take any appropriate action regarding the approval of the early voting polling locations and voting hours for the 2020 Republican Party and Democratic Party Primary Elections to be held March 3, 2020.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[2020 EV Schedule](#)[0320 EV Sites Map](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 02:46 PM

Started On: 12/04/2019 02:32 PM

**Williamson County Early Voting Schedule**  
*Horario de la Votación Adelantada del Condado de Williamson*

**Primary Elections – March 3, 2020**  
*Elección primaria -- 3 de marzo del 2020*

**Dates and Times for Full-Time Locations:** *Fechas y horarios para localidades de tiempo completo*

**Tuesday, February 18 through Friday, February 28**

7:00 am to 7:00 pm

**Sunday, February 23**

1:00 pm to 6:00 pm

*Del Martes 18 de febrero al Viernes 28 de febrero*

*7:00 am – 7:00 pm*

*Domingo 23 de febrero*

*1:00 pm – 6:00 pm*

Williamson County Inner Loop Annex, 301 SE Inner Loop, **Georgetown**

Georgetown Technology and Nutrition Building, 603 Lakeway Drive, **Georgetown**

Georgetown Parks and Recreation Administration Building, 1101 N. College Street, **Georgetown**

Georgetown Randalls, 5721 Williams Drive, **Georgetown**

Cowan Creek Amenity Center, 1433 Cool Spring Way, **Georgetown**

Baca Senior Center, 301 W. Bagdad Avenue, **Round Rock**

Brushy Creek Community Center, 16318 Great Oaks Drive, **Round Rock**

Round Rock Randalls, 2051 Gattis School Road, **Round Rock**

Williamson County Jester Annex, 1801 E. Old Settlers Boulevard, **Round Rock**

Anderson Mill Limited District, 11500 El Salido Parkway, **Austin**

RE Hartfield Performing Arts Center, 4800 McNeil Drive, **Austin**

Cedar Park Public Library, 550 Discovery Boulevard, **Cedar Park**

Cedar Park Randalls, 1400 Cypress Creek Road, **Cedar Park**

Liberty Hill Municipal Court, 2801 RR 1869, **Liberty Hill**

Pat Bryson Municipal Hall, 201 N Brushy Street, **Leander**

Hutto City Hall, 500 W Live Oak, **Hutto**

Taylor City Hall, 400 Porter Street, **Taylor**

Walburg Community Center, 4000 FM 972, **Walburg**



**2019 PRIMARY EV**

GEORGETOWN - Cowan Creek Amenity Center

Vahlburg - Community Center

GEORGETOWN - Randalls

Liberty Hill - Municipal Court

Georgetown ISD Admin Bldg

GEORGETOWN - Parks and Rec Bldg.

GEORGETOWN - Inner Loop Annex

Leander - Pat Bryson Municipal Hall

Round Rock - Jester Annex

Nutt - City Hall

Cedar Park - Public Library

Round Rock - Baca Senior Center

Round Rock - Brushy Creek Community Center

Cedar Park - Randalls

Round Rock - Randalls

Austin - Anderson Mill Limited District

Austin - McNeil HS/Hartfield PAC

Taylor - City Hall

79

95

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**Commissioners Court - Regular Session****47.****Meeting Date:** 12/10/2019

Salary Study 3A

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the position classifications list for Salary Study Cycle 3A.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[proposedlist](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 09:05 AM

Started On: 12/05/2019 08:49 AM

# PROPOSED POSITION CLASSIFICATIONS

## SALARY STUDY 3A | Williamson County Human Resources

Total Departments - 8

Total Position Classifications - 70

Total Positions - 140

### Constable Pct 1

Position	Grade	Min	Max	Number of Positions
Office Spec Sr Const 1	B.18	\$32,473.21	\$47,035.07	2
Research Analyst Pct 1	B.18	\$32,473.21	\$47,035.07	1

### Constable Pct 2

Position	Grade	Min	Max	Number of Positions
Office Spec Sr	B.18	\$32,473.21	\$47,035.07	1
Office Spec Sr Const 2	B.18	\$32,473.21	\$47,035.07	1
Research Analyst Pct 2	B.18	\$32,473.21	\$47,035.07	1

### Constable Pct 3

Position	Grade	Min	Max	Number of Positions
Office Spec Sr	B.18	\$32,473.21	\$47,035.07	1
Office Spec Sr Const 3	B.18	\$32,473.21	\$47,035.07	1
Research Analyst Pct 3	B.18	\$32,473.21	\$47,035.07	1

### Constable Pct 4

Position	Grade	Min	Max	Number of Positions
Sr Office Specialist	B.18	\$32,473.21	\$47,035.07	1
Office Spec Sr Const 4	B.18	\$32,473.21	\$47,035.07	1
Research Analyst Pct 4	B.18	\$32,473.21	\$47,035.07	1

### Georgetown DPS

Position	Grade	Min	Max	Number of Positions
Adm Tech DPS	B.15	\$28,012.28	\$40,561.54	1

### Information Technology

Position	Grade	Min	Max	Number of Positions
IT Office Spec I	B.17	\$30,911.71	\$44,762.05	1
Office Administrator	B.22	\$39,554.05	\$57,364.88	1



## Juvenile Services & Juvenile Grant

Position	Grade	Min	Max	Number of Positions
Adm Tech Juv	B.15	\$28,012.28	\$40,561.54	3
Admin Tech Juv	B.15	\$28,012.28	\$40,561.54	1
Adm Spec Juv	B.16	\$29,415.98	\$42,592.98	2
PT Juvenile Clerk	B.16	\$29,415.98	\$42,592.98	1
Office Spec Juv	B.17	\$30,911.71	\$44,762.05	1
Office Specialist	B.17	\$30,911.71	\$44,762.05	1
Office Spec Sr Juv	B.18	\$32,473.21	\$47,035.07	2
Office Specialist Sr	B.18	\$32,473.21	\$47,035.07	4
PT Case Manager	B.18	\$32,473.21	\$47,035.07	1
LVN Juvenile	B.20	\$35,841.78	\$51,924.57	1
Nurse	B.20	\$35,841.78	\$51,924.57	1
Office Coordinator II	B.20	\$35,841.78	\$51,924.57	1
Juv Prob Ofcr 1 Grant	B.21	\$37,650.97	\$54,575.51	5
Juv Prob Ofcr 1	B.21	\$37,650.97	\$54,575.51	9
Juv Prob Ofcr I RR	B.21	\$37,650.97	\$54,575.51	1
Summons Officer Juv	B.21	\$37,650.97	\$54,575.51	1
Juv Court Process Officer	B.22	\$39,554.05	\$57,364.88	1
Juv ISP Grant	B.22	\$39,554.05	\$57,364.88	1
Juv Prob Ofcr 2 Grant	B.22	\$39,554.05	\$57,364.88	5
Juv Prob Ofcr 2	B.22	\$39,554.05	\$57,364.88	4
Juv Prob Ofcr II Grant	B.22	\$39,554.05	\$57,364.88	2
Juv Prob Ofcr II	B.22	\$39,554.05	\$57,364.88	1
Counselor I: Community	B.23	\$41,581.50	\$60,291.10	1
Department Counselor	B.23	\$41,581.50	\$60,291.10	1
Juv Acad Super	B.23	\$41,581.50	\$60,291.10	4
Juv Detn Super	B.23	\$41,581.50	\$60,291.10	4
Juv Triad Super Grant	B.23	\$41,581.50	\$60,291.10	1
Nurse Superv Juv	B.23	\$41,581.50	\$60,291.10	1
Records Mngmt Supervisor	B.23	\$41,581.50	\$60,291.10	1
Security Specialist Juv	B.23	\$41,581.50	\$60,291.10	1
Counselor II: Comm Grant	B.24	\$43,671.81	\$63,356.01	1
Counselor II: Res GRANT	B.24	\$43,671.81	\$63,356.01	2
Academy Senior Supervisor	B.25	\$45,886.76	\$66,557.77	2
Juv Pr Supv Sr	B.25	\$45,886.76	\$66,557.77	1
Juv Prob Super Grant	B.25	\$45,886.76	\$66,557.77	2
Juv Prob Super	B.25	\$45,886.76	\$66,557.77	3
Recr Therapist	B.25	\$45,886.76	\$66,557.77	1
Juv Detn Manager	B.27	\$50,690.59	\$73,479.23	1
Juv Mgr I Intake	B.27	\$50,690.59	\$73,479.23	1
Juv Mgr I	B.27	\$50,690.59	\$73,479.23	1
Juv Therapist LSOTP Grant	B.28	\$53,279.74	\$77,197.60	1
Asst Dir of Operations	B.30	\$58,832.50	\$85,186.22	1
Facility Administrator	B.30	\$58,832.50	\$85,186.22	2
Facility Adminr GRANT	B.30	\$58,832.50	\$85,186.22	1
Juv Counseling Dir	B.30	\$58,832.50	\$85,186.22	1
Juv Acad Dir	B.32	\$64,946.42	\$94,035.15	1
Juv Mgr III Case	B.32	\$64,946.42	\$94,035.15	1
Director of Operations	B.35	\$75,303.01	\$109,047.59	1
Asst Juv Dir	B.38	\$87,312.33	\$126,436.22	1
Juv Services Dir	EX.1	\$56,755.43	\$199,743.94	1

## Unified Road Systems

Operator III R&B	B.21	\$37,650.97	\$54,575.51	11
Operator III	B.21	\$37,650.97	\$54,575.51	9
Operator IV R&B	B.23	\$41,581.50	\$60,291.10	5
Operator IV	B.23	\$41,581.50	\$60,291.10	4
Operator V R&B	B.25	\$45,886.76	\$66,557.77	4
Operator V	B.25	\$45,886.76	\$66,557.77	3

**Commissioners Court - Regular Session****48.****Meeting Date:** 12/10/2019

Unused salary dollars

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on additional salary dollars for PCN 0036, 0038, and 0039.

**Background**

A spreadsheet is attached with proposed changes. The County Attorney's office would like to use unused salary dollars from 3 positions to fund additional dollars for PCN 0039(vacant) per policy. We are also requesting to utilize unused salary dollars from one position to fund temporary supplements for PCN 0036(currently filled) and 0038(vacant) as listed on the spreadsheet. Supplements are being requested to compensate experienced current staff and to meet the salary requirement for a potential experienced new hire. Due to a competitive job market, our office is seeking to hire a well experienced candidate to assist with training and professional development.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[spreadsheet](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 01:23 PM

Started On: 12/04/2019 11:43 AM

## HR SALARY ADDITION REQUESTS

### POSITIONS CONSIDERED

Job Title	HR PCN	Grade	15% Above Minimum	Maximum of Grade	Current Salary of Position	Budgeted Salary on Position	Unused Salary from Position	Requested Additional Salary for Position	Requested New Salary for Position
<b>Director</b>	PCN: 0036	37	\$95,566.70	\$120,341.66	\$83,101.48	\$83,101.48	-0-	\$3,321.96 (PCN 0047 waived salary)	\$86,423.44
<b>Lead/DIRECTOR</b> <i>(Vacant as of 12/06/19)</i>	PCN: 0038	35	\$86,598.46	\$109,047.59	\$88,123.04	\$86,598.46	\$1,524.58	\$22,000.00 (PCN 0047 Waived Salary)	\$108,598.46
<b>Lead</b> <i>(Vacant)</i>	PCN: 0039	35	\$86,598.46	\$109,047.59	\$79,889.03	\$79,889.03	-0-	\$2,026.99 (Unused Salary from 3 Positions)	\$81,916.02
<b>Prosecutor III</b>	PCN: 1632	30	\$67,567.38	\$85,186.22	\$67,908.80	\$67,567.46	\$251.34	-0-	None
<b>Prosecutor III</b> <i>(Vacant)</i>	PCN: 1633	30	\$67,567.38	\$85,186.22	\$67,908.53	\$67,567.46	\$251.07	-0-	None
<b>Total Unused Salary Available</b>							\$2,026.99		

Position Description	HR PCN	Salary Prior to Waiver	Salary after Waiver	Waived Amount
<b>General Counsel</b>	0047	\$137,321.90	\$111,999.94	\$25,321.96
				<u>-\$22,000.00</u> (Move to PCN: 0038) \$3,321.96
				<u>-\$3,321.96</u> (Move to PCN: 0036) -0-

**Commissioners Court - Regular Session****49.****Meeting Date:** 12/10/2019

Reorganization within Emergency Services

**Submitted For:** Chris Connealy**Submitted By:** Chris Connealy, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a proposed reorganization within Emergency Services by moving Wireless Communications within Emergency Communications.

**Background**

With recent changes in leadership in Emergency Services, there is an opportunity to reevaluate the existing structure of departments and make enhancements for further improvements. Several years ago, Wireless Communications was moved out of Emergency Communications and made its own department. After evaluating the current model and facilitating discussions and planning sessions with key personnel, it is recommended to reunite Wireless Communications and Emergency Communications once again and make Wireless Communications a division within Emergency Communications. The mission of Emergency Communications and Wireless Communications are closely aligned and being part of one department readily allows resources and personnel to be leveraged to achieve better performance. This proposed reorganization facilitates salary savings. Attachments are provided that go into more detail of benefits of this reorganization and a proposed organization chart. Human Resources has reviewed the proposed reorganization as complying with County policies.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Proposed Reorganization Benefits](#)[Proposed Org Chart](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Chris Connealy

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:04 AM

Started On: 11/27/2019 12:40 PM


# Proposed Reorganization within Emergency Services

## Executive Summary:

With the recent changes in leadership in Emergency Services, we have been afforded an opportunity to reevaluate the existing structure of departments and determine if the current model is still relevant. Several years ago, Wireless Communications was moved out of Emergency Communications and made its own department. After evaluating the current model and facilitating discussions and planning sessions with key personnel, my recommendation is to reunite Wireless Communications and Emergency Communications once again and make Wireless Communications a division within Emergency Communications. The mission of Emergency Communications and Wireless Communications are closely aligned and being part of one department readily allows resources and personnel to be leveraged to achieve better performance.

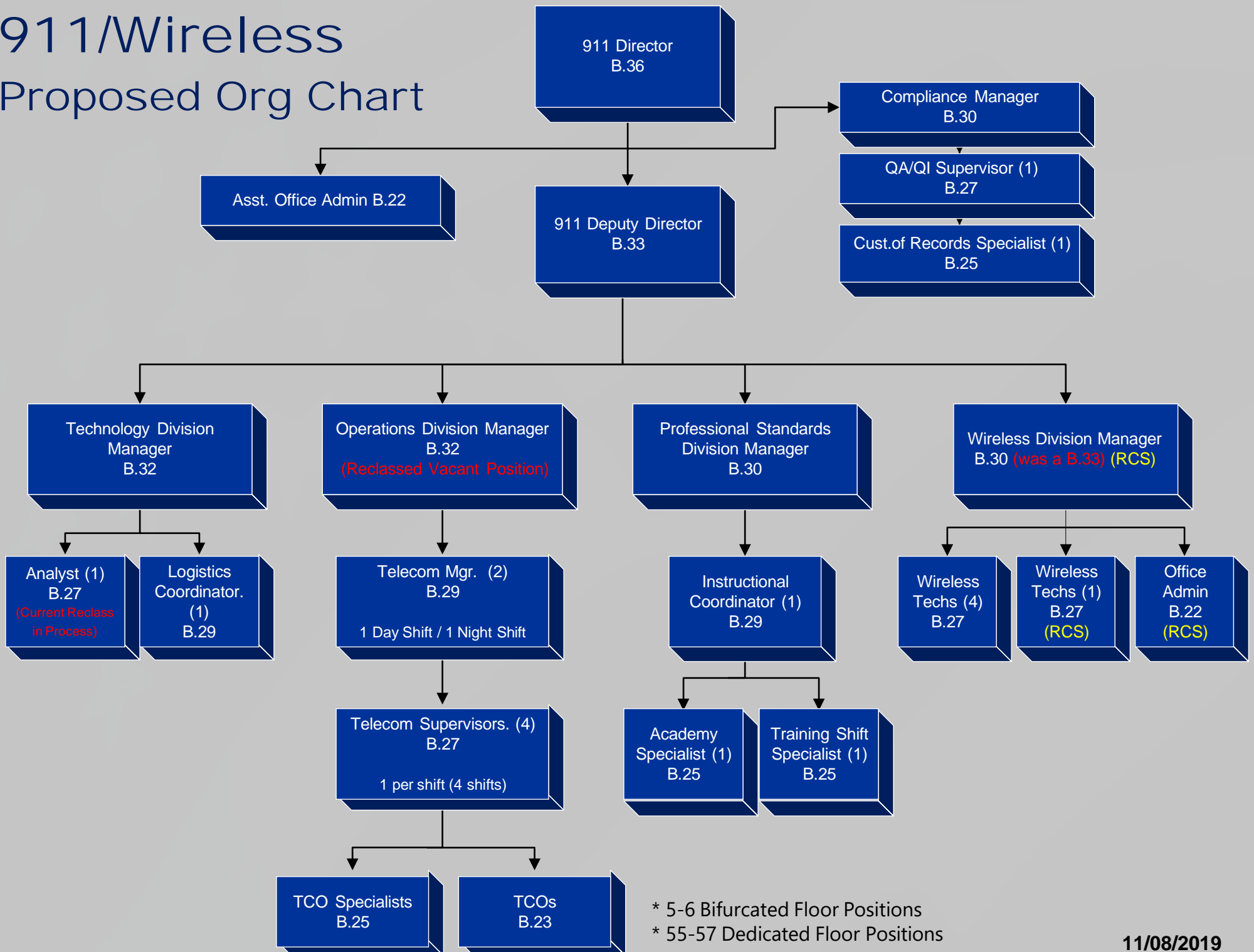
## Several Benefits:

- ❖ Leverage existing employees and skill sets to cross-train among divisions, providing greater depth for continuity of operations
  - ◇ *Wireless technicians would cross train and provide additional support to the Technology Division of Emergency Communications. This would allow for on- hand support of ALL dispatch and radio system equipment.*
- ❖ Increased department efficiencies with unified processes and continuous improvement cycles
  - ◇ *Utilize the Compliance Manager within Emergency Communications to track the compliance of Wireless Communications and the radio network. Wireless Communications manages (11) radio towers that are subject to FCC, FAA, and TIA compliance.*
- ❖ Eliminate the 587 (Wireless) budget to streamline processes for Accounts Payable, Budget, Court Agenda items, and Purchasing
  - ◇ *Combine Motorola service contracts to leverage a cost savings and eliminate the number of service contracts required for annual renewal*
- ❖ Increase customer service: Since both departments serve the same agencies (internally and externally) combining departments creates one point of contact for service issues and/or questions
  - ◇ *Williamson County Emergency Communications and Wireless Communications currently serve most of the same clientele, both internally and externally. This unification would simplify the support processes for the customers and minimize service times.*
- ❖ Provide true mission-critical support with shared assets, personnel, and budgets
  - ◇ *Shared assets and technology licenses would benefit all users. MCM Technologies CommShop software would also benefit the Logistics Manager in Emergency Communications*

- 
- ❖ Opportunity to learn from both divisions' vantage points, previously siloed, to evaluate if greater efficiencies or previously unforeseen benefits can be achieved
    - ◇ Until now each department has seen the radio system from their own viewpoint (system vs. interface into CAD). This opportunity will allow us to evaluate possible unrealized features or proficiencies that can then be carried out as a unified front
  - ❖ Streamline the process to bring new users onto the radio network
    - ◇ The County's recent request from LHISD PD highlighted the need to streamline processes when supporting new radio system users. The approval of the Commissioners Court and the RCS board are required to facilitate service to a new user, so potential users would seek radio system related support from one department.
  - ❖ Cost savings in salary expense:
    - ◇ \$13,700 (581 – Emergency Communications)
    - ◇ \$6,800 (507/507 - RCS)
  - ❖ Unrealized cost savings in combined training expenses, uniforms, technology upgrades/equipment, and other expense line items
    - ◇ Within the first 12-24 months budgeting inconsistencies will be identified, producing opportunities to ensure purposeful utilization of budgeted funds. Due to poor departmental policies established by past leadership the expectation for lower budget requests are expected.

# 911/Wireless

## Proposed Org Chart



\* 5-6 Bifurcated Floor Positions  
 \* 55-57 Dedicated Floor Positions

**Commissioners Court - Regular Session****50.****Meeting Date:** 12/10/2019

NACO BA Rev 12.10.19

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

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

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$190.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:01 AM

Started On: 11/26/2019 12:28 PM



**Commissioners Court - Regular Session****51.****Meeting Date:** 12/10/2019

NACO BA Exp 12.10.19

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

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

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$190.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:03 AM

Started On: 11/26/2019 12:29 PM

**Commissioners Court - Regular Session****52.****Meeting Date:** 12/10/2019

Jail Water Softener and Boilers Replacement

**Submitted For:** Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving an agreement with J T. Vaughn Construction, LLC for Replacement of Water Softeners and Boilers in the Williamson County Jail in the amount of \$489,679.00 per Choice Partners contract #15/041 JN-16 and authorizing execution of related documents. Project funding source is P-526.

**Background**

The scope of work for this agreement is based on drawings dated 06/10/2019 and 07/26/2019. Department contact is Tom Stanfield.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**AgreementProposal

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 12/04/2019

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

12/04/2019 04:47 PM

12/04/2019 04:54 PM

Started On: 12/04/2019 09:49 AM



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

**The Owner:** Williamson County  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

**and Contractor** J T. Vaughn Construction, LLC  
3920 N. Interstate 35  
Austin, Texas 78751

**for the Project:** Williamson County – North Jail  
Water Softener & Boiler Replacement  
306 W 4th Street  
Georgetown, TX 78626

**Engineer:** Talex, Inc. Engineers  
6300 La Calma Drive, Suite 100  
Austin, TX 78752

**AGREEMENT**, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and J T. Vaughn Construction, LLC (hereinafter called "Contractor").

**WHEREAS**, the Owner desires to retain a Contractor for the Williamson County North Jail Water Softener & Boiler Replacement Project (hereinafter called the "Project"),

**WHEREAS**, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

**NOW, THEREFORE**, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

## **ARTICLE 1     SCOPE OF WORK**

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Engineer. The Contractor shall do everything required by the Contract Documents.

## **ARTICLE 2             CONTRACT DOCUMENTS**

**2.1**     The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Engineer to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

**2.2**     The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

**2.3**     The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

## **ARTICLE 3             CONTRACT TIME**

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within **Ninety (90)** calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing,

Contractor shall achieve Final Completion within **Thirty (30)** calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

#### **ARTICLE 4            CONTRACTOR REPRESENTATIONS**

**4.1**            In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A.     Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
- B.     Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C.     Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D.     Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E.     Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F.     Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY**

**5.1 Contract Price.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$489,679.00**.

**5.2 Contract Payments.** Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

**5.3 Owner's Construction Contingency.** The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

**\$ 122,419.00**

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Engineer and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

**5.4 Allowable Overhead and Profit Markup on Changes in the Work.** In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.
- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions,

the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

## **ARTICLE 6            TIME**

**6.1    TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**6.2**    Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

**6.1    Liquidated Damages.** Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the uniqueness of the facility being a county jail that houses a population that changes daily and the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

**Five Hundred Dollars per calendar day (\$500.00/calendar day)**

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

## **ARTICLE 7            NOTICES**

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to:

Hal C. Hawes  
General Counsel to the  
Williamson County Commissioners Court  
710 Main Street, Suite 102  
Georgetown, Texas 78626

If to Contractor:

J.T. Vaughn Construction, LLC  
10355 Westpark Drive  
Houston, TX 77042

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

## **ARTICLE 8            PARTY REPRESENTATIVES**

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Tom Stanfield  
Williamson County Facilities  
3101 SE Inner Loop Georgetown, TX 78626  
Phone (512) 943-1636

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Doug Boram  
J.T. Vaughn Construction, LLC  
6604 N. Lamar  
Austin, TX 78752  
Phone (512) 663-7461  
Fax (512) 681-9752

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

## **ARTICLE 9            ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contract Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.



BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY  
Williamson County, Texas,

J.T. Vaughn Construction, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: J. Thomas Vaughn, CEO

Date: \_\_\_\_\_, 20\_\_\_\_

Date: 11-20, 2019

## EXHIBIT 1

### Minimum Insurance Coverages and Minimum Coverage Amounts

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage		Limits of Liability
1.	Worker's Compensation	Statutory
2.	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
3.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000
	Aggregate policy limits:	\$2,000,000
4.	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON PER OCCURRENCE
	Bodily injury (including death)	\$1,000,000 \$1,000,000

Property damage                      \$1,000,000                      \$1,000,000

Aggregate policy limits                      No aggregate limit

5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
  - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (4) obtain from each other person with whom it contracts, and provide to the Contractor:

- a. a certificate of coverage, prior to the other person beginning work on the Project; and
- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

**EXHIBIT 2 –DRAWINGS AND SPECIFICATIONS**

**FOR**

**WILLIAMSON COUNTY – NORTH COUNTYJAIL  
WATER SOFTENER & BOILER REPLACEMENT  
601 N ALLIGATOR STREET  
GRANGER, TX 76530**

**By: Talex, Inc. Engineers, LLC**

**Dated: 6/10/2019**





November 11th, 2019

Williamson County Facilities  
Project Management  
3101 SE Inner Loop  
Georgetown, TX 78626  
(512) 943-1636

10355 Westpark Drive  
Houston, Texas  
77042-5312

Telephone:  
(713) 243-8300

Attention: **Tom Stanfield**

Facsimile:  
(713) 243-8350

Reference: **Proposal – WILCO Jail Water Softeners & Boilers Replacement**

Choice Partners Contract Number: **15/041JN-16**

We respectfully submit a proposal of **\$489,679** (Four Hundred Eighty-Nine Thousand, Six Hundred Seventy-Nine) dollars and 00/100 to provide the following scope:

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Restroom access provided for contractor
- Dumpster location provided for contractor
- Office/ work area provided for contract
- Badging to be performed by Williamson County
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per drawings entitled "Williamson County Jail Water Softener Replacement," dated 06.10.19 and drawings entitled "Williamson County Jail Water Heaters Replacement," dated 07.26.19

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.
- Excludes Holiday Work



Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 210-328-0193 with any questions.

Very truly yours,  
VAUGHN CONSTRUCTION

  
Thomas Morrill

Wilco Jail Boiler and Water Softener Replacement

Choice Partners Contract No.: 15/041JN-16

Data Release : Year 2019

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location
4	013113200260	Field personnel, superintendent, average	Week	\$ 14,900.00	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	024119259000	Selective demolition, saw cutting, minimum labor/equipment charge	Job	\$ 10,501.30	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	030130629000	Patching concrete, minimum labor/equipment charge	Job	\$ 3,146.91	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
3	030505100050	Selective concrete demolition, reinforcing less than 1% of cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	C.Y.	\$ 412.92	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
5	030505101910	Selective concrete demolition, minimum labor/equipment charge	Job	\$ 8,218.08	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	031113409000	C.I.P. concrete forms, equipment foundations, minimum labor/equipment charge, includes erecting, bracing, stripping and cleaning	Job	\$ 4,718.61	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
15	033053403550	Structural concrete, in place, equipment pad (3000 psi), 4' x 4' x 6", includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	Ea.	\$ 3,795.49	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	078413100110	Firestopping, metallic piping, non insulated, through walls, 2" dia	Ea.	\$ 554.91	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	078413100150	Firestopping, metallic piping, non insulated, through floors, 2" dia	Ea.	\$ 280.87	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
5	078413100520	Firestopping, multi trade openings, through walls, 6" x 12"	Ea.	\$ 2,339.50	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
1	220505101300	Fixture, sink, single compartment, selective demolition	Ea.	\$ 114.87	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
107.7	220505102000	Pipe, metal pipe, to 1-1/2" diam., selective demolition	L.F.	\$ 495.64	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
60	220505102050	Pipe, metal pipe, 2" to 3-1/2" diam., selective demolition	L.F.	\$ 366.21	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
40	220505102160	Pipe, plastic, with fittings, up thru 1-1/2" diameter, selective demolition	L.F.	\$ 146.64	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
40	220505102162	Pipe, plastic, with fittings, 2" thru 3" diameter, selective demolition	L.F.	\$ 184.08	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	220505109000	Plumbing, selective demolition, minimum labor/equipment charge	Job	\$ 9,141.21	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
12	220505109420	Water heater, 250 thru 756 GPH, selective demolition	Ea.	\$ 12,375.78	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
4	220505109470	Water softener, selective demolition	Ea.	\$ 3,304.95	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	220716109000	Insulation, minimum labor/equipment charge	Job	\$ 4,641.00	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	220719109600	Insulation, pipe covering (price copper tube one size less than I.P.S.), minimum labor/equipment charge	Job	\$ 4,594.20	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
40	221113231260	Pipe, copper, tubing, solder, 2" diameter, type K, includes coupling & clevis hanger assembly 10' OC	L.F.	\$ 2,155.00	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
100	221113231280	Pipe, copper, tubing, solder, 2-1/2" diameter, type K, includes coupling & clevis hanger assembly 10' OC	L.F.	\$ 7,474.85	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)

Wilco Jail Boiler and Water Softener Replacement

Choice Partners Contract No.: 15/041JN-16

Data Release : Year 2019

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location
100	221113231300	Pipe, copper, tubing, solder, 3" diameter, type K, includes coupling & clevis hanger assembly 10' OC	L.F.	\$ 9,397.40	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
200	221113231330	Pipe, copper, tubing, solder, 4" diameter, type K, includes coupling & clevis hanger assembly 10' OC	L.F.	\$ 30,939.10	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	221113239000	Pipe, copper tubing, minimum labor/equipment charge	Job	\$ 4,563.39	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
80	221113250040	Pipe fittings, copper, wrought, copper x copper		\$ -	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250160	Elbow, 90 Deg., copper, wrought, copper x copper, 2"	Ea.	\$ 1,147.79	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250170	Elbow, 90 Deg., copper, wrought, copper x copper, 2-1/2"	Ea.	\$ 1,968.16	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250180	Elbow, 90 Deg., copper, wrought, copper x copper, 3"	Ea.	\$ 2,443.19	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250200	Elbow, 90 Deg., copper, wrought, copper x copper, 4"	Ea.	\$ 4,323.35	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250340	Elbow, 45 Deg., copper, wrought, copper x copper, 2"	Ea.	\$ 1,137.19	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250350	Elbow, 45 Deg., copper, wrought, copper x copper, 2-1/2"	Ea.	\$ 1,915.46	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250360	Elbow, 45 Deg., copper, wrought, copper x copper, 3"	Ea.	\$ 2,405.16	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250380	Elbow, 45 Deg., copper, wrought, copper x copper, 4"	Ea.	\$ 3,754.75	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250540	Tee, copper, wrought, copper x copper, 2"	Ea.	\$ 1,893.47	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250550	Tee, copper, wrought, copper x copper, 2-1/2"	Ea.	\$ 3,375.65	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250560	Tee, copper, wrought, copper x copper, 3"	Ea.	\$ 4,193.30	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250580	Tee, copper, wrought, copper x copper, 4"	Ea.	\$ 7,336.91	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250718	Coupling, copper, wrought, copper x copper, 2"	Ea.	\$ 872.34	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250721	Coupling, copper, wrought, copper x copper, 2-1/2"	Ea.	\$ 1,536.64	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250722	Coupling, copper, wrought, copper x copper, 3"	Ea.	\$ 1,778.56	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250726	Coupling, copper, wrought, copper x copper, 4"	Ea.	\$ 3,377.20	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250940	Union, copper, cast, copper x copper, 2"	Ea.	\$ 2,788.07	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250950	Union, copper, cast, copper x copper, 2-1/2"	Ea.	\$ 5,480.49	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
10	221113250960	Union, copper, cast, copper x copper, 3"	Ea.	\$ 12,171.51	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
19	221113259000	Pipe fittings, copper, minimum labor/equipment charge	Job	\$ 4,335.23	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
4	221113296260	Ball valve, copper x copper, 2", press-joint	Ea.	\$ 1,973.31	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
4	221113296460	Check valve, copper x copper, 2", press-joint	Ea.	\$ 1,204.17	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
4	221113296660	Butterfly valve, lug type, copper x copper, 2-1/2", press-joint	Ea.	\$ 1,522.94	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)

Wilco Jail Boiler and Water Softener Replacement

Choice Partners Contract No.: 15/041JN-16

Data Release : Year 2019

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location
4	221113296670	Butterfly valve, lug type, copper x copper, 3", press-joint	Ea.	\$ 1,788.30	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
4	221113296680	Butterfly valve, lug type, copper x copper, 4", press-joint	Ea.	\$ 2,521.97	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	221119189000	Mixing valve, automatic water tempering, minimum labor/equipment charge	Job	\$ 3,701.88	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	221319149000	Drain, floor receptor, minimum labor/equipment charge	Job	\$ 10,943.01	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
3	223116106300	Water softener, softener systems, 750,000 grains, 160 GPM continuous, 230 GPM peak	Ea.	\$ 49,477.48	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	223313209000	Water heater, minimum labor/equipment charge	Job	\$ 10,477.31	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
6	223436136260	Water heater, gas fired, 500 MBH input, 480 GPH, includes standard controls, excludes vent	Ea.	\$ 145,617.78	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
250	230505101570	Ductwork, metal; steel and stainless steel, fabricated, selective demolition	Lb.	\$ 404.61	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
3	230953102300	Control component, gauges, pressure or vacuum, 3-1/2" diameter dial	Ea.	\$ 154.88	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
60	235123100140	Vent chimney, prefabricated metal, gas, double wall, galvanized steel, 6" diameter, UL listed	V.L.F.	\$ 2,356.98	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
5	235223209900	Boiler, gas fired, minimum labor/equipment charge	Job	\$ 12,582.39	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
200	260505100220	Conduit, electric metallic tubing (EMT), 1-1/4" to 1-1/2" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	L.F.	\$ 518.70	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
145	260505100330	Armored cable, (BX), #10, 3 wire, average 50' runs, electrical demolition, remove	L.F.	\$ 288.39	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
145	260505100340	Armored cable, (BX), #8, 3 wire, average 50' runs, electrical demolition, remove	L.F.	\$ 359.08	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
1	260505100820	Plug-in switches, 3 phase, 600 V, 30 amp, electrical demolition, remove, including disconnecting wire & conduit terminations	Ea.	\$ 54.86	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
1	260505101230	Panelboards, 3 wire, 120/240 V, 100 amp, to 20 circuits, electrical demolition, remove, including removal of all breakers, conduit terminations & wire connections	Ea.	\$ 325.66	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
200	260505101860	Wire, THW-THWN-THHN, #8, electrical demolition, removed from in place conduit, to 15' high	C.L.F.	\$ 4,192.50	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	260505109000	Electrical demolition, minimum labor/equipment charge	Job	\$ 4,227.99	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
50	260519905480	Wire, copper, stranded, 600 volt, #10, type XLPE-USE (RHW), normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 5,939.60	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)

Wilco Jail Boiler and Water Softener Replacement

Choice Partners Contract No.: 15/041JN-16

Data Release : Year 2019

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location
50	260519905500	Wire, copper, stranded, 600 volt, #8, type XLPE-USE (RHW), normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 7,291.99	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
50	260519909000	Wire, minimum labor/equipment charge	Job	\$ 10,569.99	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	260529200150	Strap, steel, 2 holes, rigid steel conduit, 3/4" diameter	Ea.	\$ 40.62	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
20	260529200800	Strap, steel, 2 holes, EMT, 3/4" diameter	Ea.	\$ 41.82	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
25	260529201450	Hanger, steel, 3/4" diameter, incl bolt	Ea.	\$ 122.40	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
0.5	260529202990	Couplings, steel, painted, 3/4" diameter	C	\$ 561.75	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
2	260529203200	Nuts, galvanized steel, 3/4" diameter	C	\$ 299.60	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
1	260529203450	Washers, galvanized steel, 3/4" diameter	C	\$ 169.06	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
1	260529203700	Lock washers, galvanized steel, 3/4" diameter	C	\$ 93.09	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
14	260533139990	Conduit, to 10' high, minimum labor/equipment charge	Job	\$ 2,959.59	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
1	262416205110	Circuit breakers, enclosure only, 3 pole, 14 k A I.C., panelboard ckt brkr, NEMA 1 enclosure only, 600V, 3 p, 14k AIC, 100A, NEMA 1	Ea.	\$ 530.47	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)
1	262416309000	Panelboards, minimum labor/equipment charge	Job	\$ 845.64	RR	Year 2019 Quarter 4	TEXAS / AUSTIN (786-787)

Summary of Base Cost:	
RS Means Total "O&P":	\$ 491,157.14
Contractor Coefficient:	0.98
Subtotal:	\$ 481,334.00
Bond Cost:	\$ 8,345.00
<b>Total Base Cost:</b>	<b>\$ 489,679.00</b>

**Commissioners Court - Regular Session****53.****Meeting Date:** 12/10/2019

Receive updates on the Department of Infrastructure projects and issues

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/20/2019

**Reviewed By**

Andrea Schiele

**Date**

11/20/2019 04:46 PM

Started On: 11/20/2019 02:53 PM

**Commissioners Court - Regular Session****54.****Meeting Date:** 12/10/2019

2013 Park Bond Transfer

**Submitted By:** Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$569,652.38 from Hike & Bike Trail Pct 2 (P447) to River Ranch County Park Phase 2 (P315).

**Background**

This transfer is to make funds available for the Champion Site Inc IFB#1805-229 CR 279 (Bagdad Rd) at CR 278 portion of the contract that is related to the River Ranch County Park Road that was awarded on 9/11/2018 item 44.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Hawkins

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 08:26 AM

Started On: 12/05/2019 08:01 AM



**Commissioners Court - Regular Session****55.****Meeting Date:** 12/10/2019

Facilities

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

10:00 am Conduct public hearing relating to a request from Facilities to increase the budgeted salary amount for the position of County Architect, position #1919 and discuss (1) the reason for the payment in excess of the budgeted amount is being offered to the potential employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

**Background**

1. The reason for the payment in excess of the budgeted amount is to provide for an increased hiring salary for a well-qualified applicant within current policy, just under 15% over the minimum.
2. The excess amount is \$15,501.80 which will be paid through the normal bi-weekly payroll. The public purpose served by providing the increased salary is the ability to hire a qualified applicant in a competitive job market.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 01:27 PM

Started On: 12/04/2019 12:46 PM

**Commissioners Court - Regular Session****56.****Meeting Date:** 12/10/2019

Salary Increase for PCN 1919 Item 1

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on additional funding for PCN1919, County Architect.

**Background**

A new position (PCN 1919) was approved during the FY19/20 budget process. The position has been posted for approximately 85 days and yielded four applicants, with only two meeting the stated minimum requirements. The position was originally posted at the minimum for 30 days and then increased to reflect the option to hire in at 15% above the minimum per HR's recommendation. A request is being made to offer one of the applicants the position at a salary of \$100K plus fringe. This would require additional salary monies of \$12,687.67 plus fringe. If approved the line item transfer following this item would cover the delta.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:08 AM

Started On: 12/03/2019 10:38 AM

**Commissioners Court - Regular Session****57.****Meeting Date:** 12/10/2019

Salary Increase for PCN 1919 Item 2

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

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

**Background**

See background on previous item requesting a salary increase for PCN 1919.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$15,501.80
To	0100-0509-001100	Facilities/FT Salary	\$12,687.67
To	0100-0509-002010	Facilities/FICA	\$970.61
To	0100-0509-002020	Facilities/Retirement	\$1,843.52

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 12/04/2019

**Reviewed By**

Andrea Schiele

**Date**

12/04/2019 11:09 AM

Started On: 12/03/2019 10:45 AM

## Commissioners Court - Regular Session

58.

**Meeting Date:** 12/10/2019

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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### Information

#### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

##### A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop.
- 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.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

##### B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard

##### C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

## Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

*No file(s) attached.*

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### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/05/2019

#### Reviewed By

Andrea Schiele

#### Date

12/05/2019 08:41 AM

Started On: 12/05/2019 08:36 AM

**Commissioners Court - Regular Session****59.****Meeting Date:** 12/10/2019

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/05/2019

**Reviewed By**

Andrea Schiele

**Date**

12/05/2019 08:42 AM

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