NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONERS COURT January 14, 2020 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.
- 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 4-22)

4. Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004505	Emerg Mgmt/Software Maint	\$2,000
То	0100.0541.003311	Emerg Mgmt/Uniforms	\$2,000

5. Discuss, consider and take appropriate action on a line item transfer for various general fund departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	44552.20

То	0100.0451.001100	JP1 - FT Salaries	2294.53
То	0100.0451.001101	JP1 - PT Salaries	1070.87
То	0100.0451.002010	JP1 - FICA	257.45
То	0100.0451.002020	JP1 - Retirement	488.99
То	0100.0452.001100	JP2 - FT Salaries	583.97
То	0100.0452.002010	JP2 - FICA	44.67
То	0100.0452.002020	JP2 - Retirement	84.85
То	0100.0454.001100	JP4 - FT Salaries	66.57
То	0100.0454.002010	JP4 - FICA	5.09
То	0100.0454.002020	JP4 - Retirement	9.67
То	0100.0499.001100	Tax - FT Salaries	32448.47
То	0100.0499.002010	Tax - FICA	2482.31
То	0100.0499.002020	Tax - Retirement	4714.76

6. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-002050	Worker's Comp	\$45,564.14
То	0545-0545-003200	Medical Supplies	\$6,000.00
То	0545-0545-003318	Janitorial Supplies	\$5,000.00
То	0545-0545-003319	Extermination	\$50.00
То	0545-0545-004100	Professional Services	\$6,000.00
То	0545-0545-004962	Janitorial Contract Svs	\$4,402.02
То	0545-0545-004968	Care of Animals	\$9,000.00
То	0545-0545-004975	Animal Medical Care	\$9,000.00
То	0545-0545-004999	Miscellaneous	\$6,112.12

- 7. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 01/09/2020 for the Williamson County Tax Assessor/Collector.
- **8.** Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
- **9.** Discuss, consider, and take appropriate action on accepting the 2019 racial profiling report from Precinct 1 Constable.

- **10.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, November 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
- **11.** Discuss, consider and take appropriate action to approve and ratify an Order Approving Tax Exemption for Elderly and Disabled.
- **12.** Discuss, consider and take appropriate action on reappointment of Bill Brown to Place #1 of the ESD #3 Board of Directors for a two-year term beginning January 1, 2020 and ending December 31, 2021.
- Discuss, consider and take appropriate action on reappointment of Garry Guthrie to Place #4 of the ESD #3 Board of Directors for a two-year term beginning January 1, 2020 and ending December 31, 2021.
- 14. Discuss, consider and take appropriate action on accepting a grant in the amount of \$25,000.00 from the Orphan Kitten Club to aid in funding of the Williamson County Regional Animal Shelter's Mightycat Program; including authorization to execute the grant agreement terms and conditions.
- 15. Discuss, consider and take appropriate action authorizing the County Judge to execute the Business Associate Agreement between Milliman, Inc. and Williamson County as it applies to Actuarial Services performed on behalf of Williamson County by Milliman, Inc.
- **16.** Discuss, consider and take appropriate action on approving the Williamson County EMS Provider License Declaration Form and authorizing the County Judge to sign same and any necessary related documents.
- 17. Discuss, consider and take appropriate action on the application submittal for the 2020 Emergency Management Performance Grant (EMPG) for the Office of Emergency Management.
- 18. Discuss, consider and take appropriate action on approving a Master Services Agreement with Blackmon Mooring of Austin, Inc. for Emergency Response Property Damage Restoration as per BuyBoard Contract #591-19 and approving execution of all associated documents.
- **19.** Discuss, consider, and take appropriate action on awarding IFB 2396 Fog Seal Stonewall Ranch, to the lowest and responsible bidder, Alpha Paving Industries LLC.
- 20. Discuss, consider and take appropriate action on authorizing the extension of Signs and Markers contract 1811-275, renewal option period 1, for the same pricing, terms and conditions as the existing contract for line items as awarded with Vulcan Signs, Dobie Supply LLC, Avery Dennision, and Pathmark Traffic Equipment LLC, for the term of January 22, 2020 January 21, 2021.

- 21. Discuss, consider and take appropriate action on awarding RFQ 1963 Professional Engineer RM2243 from 183A to Southwest Bypass, to BGE Inc., and authorizing execution of the Engineering Services Contract.
- **22.** Discuss, consider and take appropriate action on approval of the final plat for the Gonzalez 108 subdivision Precinct 4.

REGULAR AGENDA

- 23. Discuss and approve resolution recognizing Deputies Cynthia Tidwell and Misty Lamb for their service and dedication to the Williamson County Clerk's office resulting in a 2019 Exemplary 5 Star Local Registrar Award by the Texas Department of Health and Human Services Vital Statistics Unit.
- **24.** Discuss, consider and take appropriate action on canceling the Commissioners Court sessions on January 21, 2020 and February 18, 2020.
- **25.** Discuss, consider and take appropriate action on adopting an approval process to submit agenda items.
- 26. 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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$21,517.98
	0546.0000.367440	Jane's Fund Donations	\$39,569.15
	0546.0000.367442	Play Yard Donations	\$390.81
	0546.0000.367443	Heart Worm Donations	\$6,012.50
	0546.0000.367445	SIT Team Donations	\$1,382.20
	0546.0000.367446	Capital Expansion Donation	\$150.00
	0546.0000.367447	Animal Transport Donations	\$87,509.71
	0546.0000.370150	Sales of Pet Care Products	\$1,327.12

27. 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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	ACCLING.	Description	Aillouit

0546.0546.003510	Purchases for Resale	\$1,327.12
0546.0546.003670	Use Of Donations	\$21,517.98
0546.0546.004100	Professional Services	\$39,569.15
0546.0546.004509	Facility Enhancements	\$390.81
0546.0546.004231	Travel	\$87,509.71
0546.0546.004232	Training	\$1,382.20
0546.0546.004975	Animal Medical Care	\$6,012.50
0546.0546.004999	Miscellaneous Expense	\$150.00

28. 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 JP4 Truancy Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0369.0369.001101	PT Salaries	1157.29
	0369.0369.002010	FICA	88.53
	0369.0369.002020	Retirement	168.15

29. 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 JP2 Truancy Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0368.0368.001101	PT Salaries	1198.61
	0368.0368.002010	FICA	91.69
	0368.0368.002020	Retirement	174.16

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003010	Computer Equipment	\$1,243.49

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Misc Revenue	\$1,243.49

- **32.** Discuss, consider and take appropriate action on compensation, including career ladders and job families.
- **33.** Discuss, consider and take appropriate action on a reorganization for Human Resources, including position title, grade, and salary changes.
- **34.** Discuss, consider, and take appropriate action on line item transfers for a newly created part time position for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.001107	Temp Salaries	10,000.00
То	0100.0402.001101	Part time Salaries	28,080.00
From	0100.0402.001100	Full-time Salaries	18,080.00

- **35.** Receive updates on the Department of Infrastructure projects and issues.
- **36.** Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$3,950,253.00 to expire on July 31, 2021 under Williamson County Contract for Engineering Services between BGE, Inc. and Williamson County dated January 14, 2020 for RM 2243.
- **37.** Discuss, consider, and take appropriate action regarding the Notice of Termination and Construction Notice of Change for Stormwater Discharges associated with Construction Activities for CR 110 South, a Road Bond project in Commissioner Pct. 4. P: 260 Funding: Road Bond
- Discuss, consider, and take appropriate action regarding the Notice of Termination for Stormwater Discharges associated with Construction Activities for CR 119, a Road Bond project in Commissioner Pct. 4.
 P: 214 Funding: Road Bond
- Discuss, consider, and take appropriate action regarding the Notice of Termination and Construction Notice of Change for Stormwater Discharges associated with Construction Activities for RM 620 Phase 2, a Road Bond project in Commissioner Pct. 1.

P: 235 Funding: Road Bond

- 40. Discuss, consider, and take appropriate action regarding the Notice of Termination for Stormwater Discharges associated with Construction Activities for Neenah Avenue Widening, a Road Bond project in Commissioner Pct. 1.
 P: 278 Funding: Road Bond
- **41.** Discuss, consider and take appropriate action authorizing the County Judge to execute a First Amendment to Real Estate Contract with One Way Baptist Church. Parcel S1-Funding: Road Bonds P284
- **42.** Discuss, consider and take appropriate action authorizing the County Judge to execute an Interlocal Agreement between Williamson County and Fern Bluff MUD.

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)."

- **43.** 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.
- I) 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.
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas.
- 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.
- **44.** 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) Proiect Arcos
 - i) Project Woods
 - j) Project Co-Op
- **45.** 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
- I) 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.
- v) Claim of Regina Wright.
- w) Law on use of County facilities.
- 46. 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).

Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- **48.** Discuss and take appropriate action concerning economic development.
- **49.** Discuss and take appropriate action concerning real estate.
- **50.** 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.)
 - 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
 - I) 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

- g) 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.
- v) Claim of Regina Wright.
- w) Law on use of County facilities.
- **51.** 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.
- **52.** Comments from Commissioners.

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 10th day of January, 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Meeting Date: 01/14/2020

Line item transfer for Emergency Management

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

4.

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Background

To cover expenses of uniforms for a new employee.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004505	Emerg Mgmt/Software Maint	\$2,000
То	0100.0541.003311	Emerg Mgmt/Uniforms	\$2,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst. Andrea Schiele 01/06/2020 09:22 AM Budget Office Ashlie Koenig 01/06/2020 09:36 AM

Form Started By: Michael Shoe Started On: 01/03/2020 03:22 PM

Final Approval Date: 01/06/2020

Meeting Date: 01/14/2020

Line Item Transfer for Salary Study 2B

Submitted By: Kaylan Diederich, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

5.

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for various general fund departments.

Background

This line item transfer represents dollars being moved from non-departmental to various general fund departments to fund the results of Salary Study 2B approved on January 7, 2020, item #62.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	44552.20
То	0100.0451.001100	JP1 - FT Salaries	2294.53
То	0100.0451.001101	JP1 - PT Salaries	1070.87
То	0100.0451.002010	JP1 - FICA	257.45
То	0100.0451.002020	JP1 - Retirement	488.99
То	0100.0452.001100	JP2 - FT Salaries	583.97
То	0100.0452.002010	JP2 - FICA	44.67
То	0100.0452.002020	JP2 - Retirement	84.85
То	0100.0454.001100	JP4 - FT Salaries	66.57
То	0100.0454.002010	JP4 - FICA	5.09
То	0100.0454.002020	JP4 - Retirement	9.67
То	0100.0499.001100	Tax - FT Salaries	32448.47
То	0100.0499.002010	Tax - FICA	2482.31
То	0100.0499.002020	Tax - Retirement	4714.76

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:30 AM

Form Started By: Kaylan Diederich Started On: 01/08/2020 09:08 AM

Final Approval Date: 01/09/2020

Meeting Date: 01/14/2020

Line Item Transfer Regional Animal Shelter **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

6.

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

The Janitorial Contract increased in price as of January 1, 2020 and requires additional funding in Janitorial Contract Services for the remainder of the fiscal year. There have also been some minor increases in Extermination Services. Along with this has been an increase in other operating line directly associated with Animal Care. This increase is due to multiple large animal seizure cases that have taken place since the summer. The full time veterinarians has resigned and there will be an increase in contracted services while a new vet is hired. The increase will be due to a contract vet providing spay/neuter services. With the new Workers Comp Insurance carrier the shelter experienced a substantial savings in this line item. So we are requesting moving these funds in lieu of a budget amendment as the remaining budget in Workers Comp will go unspent for Fiscal Year 2020.

Fiscal Impact

	1		
From/To	Acct No.	Description	Amount
From	0545-0545-002050	Worker's Comp	\$45,564.14
То	0545-0545-003200	Medical Supplies	\$6,000.00
То	0545-0545-003318	Janitorial Supplies	\$5,000.00
То	0545-0545-003319	Extermination	\$50.00
То	0545-0545-004100	Professional Services	\$6,000.00
То	0545-0545-004962	Janitorial Contract Svs	\$4,402.02
То	0545-0545-004968	Care of Animals	\$9,000.00
То	0545-0545-004975	Animal Medical Care	\$9,000.00
То	0545-0545-004999	Miscellaneous	\$6,112.12

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst.
Budget Office

Form Started By: Julie Kiley Final Approval Date: 01/09/2020 Andrea Schiele Sarah Crain 01/09/2020 11:57 AM 01/09/2020 12:01 PM

Started On: 01/09/2020 11:23 AM

Meeting Date: 01/14/2020

Property Tax Refunds – Over 2500 – Thru 01/09/2020

Submitted For: Larry Gaddes Submitted By: Renee Clark, County Tax

Assessor Collector

7.

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 01/09/2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

010120-010920 Refunds Over 2500

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 11:01 AM

Form Started By: Renee Clark Started On: 01/09/2020 10:56 AM

Final Approval Date: 01/09/2020



Date:

January 9, 2020

To:

Members of the Commissioners Court

From:

Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, CTA Tax Assessor/Collector

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

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

Thank you.

Property Tax Account QuickReport As of January 8, 2020

Type	Date	Num	Name	Memo	Amount
Refunds Payable	- Taxpayers				
Check	01/08/2020	73301 WE	ELLS FARGO REAL ESTATE TAX SERVICE	R399640 - Double payment	-6,594.01
Check	01/08/2020	73302 DA	VID SLACK / PLANES & THINGS	R493369 - Overpayment	-3,763.30
Check	01/08/2020	73303 HE	LEN ELLIFF	R314097 - Double payment	-3,084.58
Check	01/08/2020	73304 KA	THY AIHUA LI	Multiple Accounts - Double payment	-17,752.04
Check	01/08/2020	73305 CH	RIS A & BRENA J OSER	R389233 - Double payment	-7,611.69
Check	01/08/2020	73306 KE	VIN D & CYNTHIA M OLIVER	R068560 - Double payment	-7,119.37
Check	01/08/2020	73307 RO	BERT TORN	R516493 - Double payment	-5,184.51
Check	01/08/2020	73308 CA	THERINE PARKER	Multiple Accounts - Double payment	-2,309.81
Check	01/08/2020	73309 IND	DEPENDENCE TITLE	R528995 - Double payment	-16,628.89
Check	01/08/2020	73310 CB	OR DARLENE P FISETTE	R359070 - Overpayment	-2,981.51
Check	01/08/2020	73311 ST	EVEN H TURNER	R461464 - Double payment	-3,867.55
Check	01/08/2020	73312 UN	IVERSITY REALTY INC	R031890 - Double payment	-18,966.24
Check	01/08/2020	73313 GA	RDENS AT MAYFIELD LLC	Multiple Accounts - Double payments	-18,213.78
Check	01/08/2020	73314 DE	AN ADAWI	R535784 - Double payment	-7,453.53
Check	01/08/2020	73315 WE	ELLS FARGO FINANCIAL LEASING INC	P421740 - Overpayment	-7,198.56
Check	01/08/2020	73316 WE	ELLS FARGO REAL ESTATE TAX SERVICES LLC	R350886 - Double payment	-7,705.29
Check	01/08/2020	73317 KA	REN R OVERMYER	R099428 - Double payment	-6,307.19
Check	01/08/2020	73318 YU	AN, LIN	Multiple Accounts - Double payment	-18,916.25
Check	01/08/2020	73319 CE	NLAR	Multiple Accounts - Double payment	-22,106.13
Check	01/08/2020	73320 CO	LEMAN, SUK BAE	R417418 - Double payment	-8,962.29
Check	01/08/2020	73321 MIC	CHAEL E HEADLEY	R381099 - Double payment	-6,630.93
Check	01/08/2020	73322 SH	ELLPOINT MORTGAGE SERVICING	R050849 - Double payment	-6,513.85
Check	01/08/2020	73323 CO	RELOGIC INC	R456156 - Double payment	-9,468.46
Total Refunds Paya	able - Taxpaye	ers			-215,339.76
ΓAL					-215,339.76

Meeting Date: 01/14/2020

Compensation Items

Submitted By: Sharon Graham, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

8.

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Reviewed By	Date
Laura Drewry	01/09/2020 10:59 AM
Laura Drewry	01/09/2020 11:12 AM
Andrea Schiele	01/09/2020 11:34 AM
	Laura Drewry

Form Started By: Sharon Graham Final Approval Date: 01/09/2020

Started On: 01/09/2020 10:16 AM

Department	Position	Emp Num			Merit %	New Annual Salary	Lump-	Pay Proposal Reason	Effective Date of Change
Commissioner 4	Office Spec Sr Pct								
- admin	4.0261.001100.	15017	\$42,454.59	\$424.55	1.00	\$42,879.14		MERIT	24-Jan-20
County Auditor	Accountant. 0623.001100.	15010	\$48,226.36	\$1,928.94	4.00	\$50,155.30		MERIT	24-Jan-20
	Operator IV R&B.1565.00110								
Systems	0.	05607	\$43,015.94	\$599.64	1.39	\$43,615.58		MERIT	7-Feb-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0214	001100	424.55	
01	0100	0214	001130		424.55
01	0100	0495	001100	1928.94	
01	0100	0495	001130		1928.94
01	0200	0210	001100	599.64	
01	0200	0210	001130		599.64

Meeting Date: 01/14/2020

Constable Pct 1 Racial Profile reporting

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

9.

Agenda Item

Discuss, consider, and take appropriate action on accepting the 2019 racial profiling report from Precinct 1 Constable.

Background

Attached is the the state required racial profiling report for 2019.

Fiscal Impact

From/To Acct No. Description Amount

Attachments

Racial profile Pct 1 2019

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 11:22 AM

Form Started By: Michael Pendley Started On: 01/09/2020 11:03 AM

Final Approval Date: 01/09/2020

Racial Profiling Report | Full

Reporting Date: 01/08/2020

Agency Name: WILLIAMSON CO. CONST. PCT. 1

TCOLE Agency Number: 491101

Chief Administrator: VINCENT D. CHERRONE

Agency Contact Information:

Phone: (512) 244-8650

Email: mpendley@wilco.org

Mailing Address:

1801 E. Old Settler's Blvd. Ste. 105 ROUND ROCK, TX 78664

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the <u>WILLIAMSON CO. CONST. PCT. 1</u> from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the <u>WILLIAMSON CO. CONST. PCT. 1</u> if the individual believes that a peace officer employed by the <u>WILLIAMSON CO. CONST. PCT. 1</u> has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the <u>WILLIAMSON CO.</u> <u>CONST. PCT. 1</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>WILLIAMSON CO. CONST. PCT. 1</u> policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Michael Pendley, Chief Deputy

Date: 01/08/2020

ncident to arrest	0
Was Contraband discovered?	
Yes	2
No	0
Description of contraband	
Drugs	1
Currency	0
Weapons	0
Alcohol	0
Stolen property	0
Other	1
Result of the stop	
Verbal warning	169
Written warning	4
Citation	22
Written warning and arrest	0
Citation and arrest	0
Arrest	0
Arrest based on	
Violation of Penal Code	1
Violation of Traffic Law	76
Violation of City Ordinance	0
Outstanding Warrant	0
Was physical force resulting in bod	lily injury used during stop?
Yes	0
No	199

Submitted electronically to the



The Texas Commission on Law Enforcement

Agency Racial Profiling Information

6.1 Yes:

6.2 No:

2

196

Agency Racial Profiling Information	
Total stops:	199
1. Gender CCP 2.133(b)(1)(a)	
1.1 Female: 88 1.2 Male: 111	
2. Race or ethnicity CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133	(b)(1)(B)
2.1 Black:2.2 Asian/Pacific Islander:2.3 White:2.4 Hispanic/Latino:2.5 Alaska Native/American Indian:	34 17 118 20 7
3. Was race or ethnicity kr CCP 2.132(b)(6)(C)	nown prior to stop?
3.1 Yes: 16 3.2 No: 165	
4. Reason for stop? CCP 2.132(b)(6)(F), 2.133(b)(2)	
4.1 Violation of law:4.2 Pre-existing knowledge:4.3 Moving traffic violation:4.4 Vehicle traffic violation:	4 3 152 32
5. Street address or appro CCP 2.132(b)(6)(E), 2.133(b)(7)	ximate location of the stop
5.1 City street:5.2 US highway:5.3 County road:5.4 State highway:5.5 Private property or other:	115 28 13 18 3
6. Was a search conducted CCP 2.132(b)(6)(B), 2.133(b)(3)	d?

7. Reason for Search?

0	CCP 2.132(b)(6)(B), 2.133(b)(3)
0	CCP 2.133(b)(5)(A)
2	CCP 2.133(b)(5)(B)
0	CCP 2.133(b)(5)(C)
0	CCP 2.133(b)(5)(C)
	0 0 2 0

8. Was Contraband discovered?

CCP 2.133(b)(4)

8.1 Yes: 2 **8.2 No:** 0

9. Description of contraband

CCP 2.133(b)(4)

9.1 Drugs:	1
9.2 Currency:	C
9.3 Weapons:	C
9.4 Alcohol:	C
9.5 Stolen property:	C
9.6 Other:	1

10. Result of the stop

10.1 Verbal warning:	169	CCP 2.133(b)(8)
10.2 Written warning:	4	CCP 2.133(b)(8)
10.3 Citation:	22	CCP 2.133(b)(8)
10.4 Written warning and arrest:	0	
10.5 Citation and arrest:	0	
10.6 Arrest:	0	CCP 2.133(b)(6)

Arrest Total = 0

11. Arrest based on

CCP 2.133(b)(6)

11.1 Violation of Penal Code:	1
11.2 Violation of Traffic Law:	76
11.3 Violation of City Ordinance:	0
11.4 Outstanding Warrant:	0

12. Was physical force resulting in bodily injury used during stop? CCP 2.132(b)(6)(D), 2.133(b)(9)

12.1 Yes: 0 **12.2 No:** 199

User: JFISCHETTI

Racial Profiling Report (All)

Date Range: 01/01/2019 - 12/31/2019

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
	Motor Vehicle	107	87	33	115	19	17	7	0	14
TYPE	Motorist Assistance	1	1	1	0	1	0	0	0	1
OF	Field Contact	0	0	0	0	0	0	0	0	0
STOP	Passenger	0	0	0	0	0	0	0	0	0
	Bicyclist	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
	Traffic Violation	4	7	0	10	0	11	0	0	0
	Unsafe Lane Change	0	0	0	0	0	0	0	0	0
	Penal Code Violation	0	0	0	0	0	0	0	0	0
	Call For Service	0	0	0	0	0	0	0	0	0
REASON FOR	Traffic/Equipment	0	0	0	0	0	0	0	0	0
STOP	Ran Red Light	0	0	0	0	0	0	0	0	0
	Other	0	0	0	0	0	0	0	0	0
	Speeding	0	0	0	0	0	0	0	0	0
	MVI	0	0	0	0	0	0	0	0	0
	N/A	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
	NA	0	0	0	0	0	0	0	0	0
	Driver Searched	0	0	0	0	0	0	0	0	0
SEARCH	Passenger Searched	0	0	0	0	0	. 0	0	0	0
CONDUCTED	Vehicle Searched	0	0	0	0	0	0	0	0	0
	Property Searched	0	0	0	0	0	0	0	0	0
	No Search	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanlc	Asian	Native American	Middle Eastern	Race Known Prior to Stop
	Probable Cause	0	0	0	0	0	0	0	0	0
	Odor	0	0	0	0	0	0	0	0	0
	Dog Alert	0	0	0	0	0	0	0	0	0
SEARCH	Incident to Arrest	0	0	0	0	0	0	0	0	0
AUTHORITY	Plain View	0	0	0	0	0	0	0	0	0
	Tow/Inventory	0	0	0	0	0	0	0	0	0
	Consent	0	0	0	0	0	0	0	0	0
	Reasonable Suspicion	0	0	0	0	0	0	0	0	0

User: JFISCHETTI

Racial Profiling Report (All)

Date Range: 01/01/2019 - 12/31/2019

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
	N/A	0	0	0	0	0	0	0	0	0
	Cocaine	0	0	0	. 0	0	0	0	0	0
	Currency	0	0	0	0	0	0	0	0	0
	None	0	0	0	0	0	0	0	0	0
CONTRABAND	Dangerous Drugs	0	0	0	0	0	0	0	0	0
FOUND	Stolen Property	0	0	0	0	0	0	0	0	0
	Marijuana	0	0	0	0	0	0	0	0	0
	Weapons	0	0	0	0	0	0	0	0	0
	Other	0	0	0	0	0	0	0	0	0
	Alcohol	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
	Advice/Warning	2	2	2	11	1	0	0	0	0
RESULT	Field Contact	0	0	0	0	0	0	0	0	0
OF	Citation	2	0	0	11	0	1	0	0	0
STOP	Report	0	0	0	0	0	0	0	0	0
	Arrest	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
	Warrant	0	0	0	0	0	0	0	0	0
	Property Crime	0	0	0	0	0	0	0	0	0
	Crime of Violence	0	0	0	0	0	0	0	. 0	0
CHARGE	Traffic Violation	0	0	0	0	0	0	0	0	0
	DWI	0	0	0	0	0	0	0	0	0
	Not Charged	0	0	0	0	0	0	0	0	0
	Drug Violation	0	0	0	0	0	0	0	0	0

		Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
	District 1	0	0	0	0	0	0	0	0	0
	District 2	0	0	0	00	0	0	0	0	0
	District 3	0	0	0	0	0	0	0	0	0
LOCATION	District 4	0	0	0	0	0	0	0	0	0
	State Highway	11	5	3	11	2	0	0	0	1
	Residential	0	1	0	11	0	0	0	0	0
	Business	1	4	0	4	1	0	0	0	0

Meeting Date: 01/14/2020

Justice of the Peace 4 November 2019 Monthly Report **Submitted By:** Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4 **Agenda Category:** Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM NOV 2019

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 11:58 AM

Form Started By: Veronica Bolander Started On: 01/09/2020 11:42 AM

Final Approval Date: 01/09/2020

10.

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 November 2019.

STACY HACKENBERG

JUSTICE OF THE PEACE

PRECINCT FOUR

On this 8th day of January 2020, to certify which witness my hand and seal of office.

VERONICA BOLANDER My Notary ID # 2676312 Expires October 29, 2023

NOTARY PUBLIC in and for the State of Texas

Payment Register: Summary Section Williamson County Justice of the Peace, Pct. 4 By Date 11/01/2019-11/30/2019

Date Printed: 1/2/2020 Time Printed: 11:23:48AM

FEE DESC I	TEMS	TOT PAID	TOT MONEY	CASH	CHECKS	МО	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT OF JUDGMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	3	9.50	9.50	0.00	0.00	0.00	0.00	9.50	0.00	0.00	0.00	0100-0000-341804
EVICTION FILING FEE	53	1,250.00	1,250.00	75.00	975.00	0.00	0.00	200.00	0.00	0.00	0.00	0100-0000-341804
CIVIL INDIGENT FEE	186	960.00	960.00	26.10	870.00	0.00	0.00	63.90	0.00	0.00	0.00	0399-0000-208822
CONSTABLE PRECINCT 4 SEI	104	5,460.00	5,460.00	490.00	4,060.00	0.00	0.00	910.00	0.00	0.00	0.00	0100-0000-341904
SMALL CLAIMS FILING FEE	4	100.00	100.00	25.00	50.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT OF EXECUTION	2	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT OF POSSESSION	16	70.00	70.00	0.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CONSTABLE PRECINCT 4 - W	18	2,250.00	2,250.00	0.00	2,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341904
	ABSTRACT OF JUDGMENT COPIES EVICTION FILING FEE CIVIL INDIGENT FEE CONSTABLE PRECINCT 4 SEI I SMALL CLAIMS FILING FEE WRIT OF EXECUTION WRIT OF POSSESSION	ABSTRACT OF JUDGMENT COPIES EVICTION FILING FEE CIVIL INDIGENT FEE CONSTABLE PRECINCT 4 SER SMALL CLAIMS FILING FEE WRIT OF EXECUTION 2 WRIT OF POSSESSION 16	ABSTRACT OF JUDGMENT 1 5.00 COPIES 3 9.50 EVICTION FILING FEE 53 1,250.00 CIVIL INDIGENT FEE 186 960.00 CONSTABLE PRECINCT 4 SEF 104 5,460.00 I SMALL CLAIMS FILING FEE 4 100.00 WRIT OF EXECUTION 2 5.00 WRIT OF POSSESSION 16 70.00	ABSTRACT OF JUDGMENT 1 5.00 5.00 COPIES 3 9.50 9.50 EVICTION FILING FEE 53 1,250.00 1,250.00 CIVIL INDIGENT FEE 186 960.00 960.00 CONSTABLE PRECINCT 4 SER 104 5,460.00 5,460.00 I SMALL CLAIMS FILING FEE 4 100.00 100.00 WRIT OF EXECUTION 2 5.00 5.00 WRIT OF POSSESSION 16 70.00 70.00	ABSTRACT OF JUDGMENT 1 5.00 5.00 0.00 COPIES 3 9.50 9.50 0.00 EVICTION FILING FEE 53 1,250.00 1,250.00 75.00 CIVIL INDIGENT FEE 186 960.00 960.00 26.10 CONSTABLE PRECINCT 4 SER 104 5,460.00 5,460.00 490.00 ISMALL CLAIMS FILING FEE 4 100.00 100.00 25.00 WRIT OF EXECUTION 2 5.00 5.00 0.00 WRIT OF POSSESSION 16 70.00 70.00 0.00	ABSTRACT OF JUDGMENT 1 5.00 5.00 0.00 5.00 COPIES 3 9.50 9.50 0.00 0.00 EVICTION FILING FEE 53 1,250.00 1,250.00 75.00 975.00 CIVIL INDIGENT FEE 186 960.00 960.00 26.10 870.00 CONSTABLE PRECINCT 4 SER 104 5,460.00 5,460.00 490.00 4,060.00 ISMALL CLAIMS FILING FEE 4 100.00 100.00 25.00 50.00 WRIT OF EXECUTION 2 5.00 5.00 0.00 5.00 WRIT OF POSSESSION 16 70.00 70.00 70.00 70.00	ABSTRACT OF JUDGMENT 1 5.00 5.00 0.00 5.00 0.00 COPIES 3 9.50 9.50 0.00 0.00 0.00 EVICTION FILING FEE 53 1,250.00 1,250.00 75.00 975.00 0.00 CIVIL INDIGENT FEE 186 960.00 960.00 26.10 870.00 0.00 CONSTABLE PRECINCT 4 SER 104 5,460.00 5,460.00 490.00 4,060.00 0.00 ISMALL CLAIMS FILING FEE 4 100.00 100.00 25.00 50.00 0.00 WRIT OF EXECUTION 2 5.00 5.00 0.00 5.00 0.00 WRIT OF POSSESSION 16 70.00 70.00 0.00 70.00 0.00	ABSTRACT OF JUDGMENT 1 5.00 5.00 0.00 5.00 0.00 0.00 0.00 COPIES 3 9.50 9.50 0.00 0.00 0.00 0.00 0.00 EVICTION FILING FEE 53 1,250.00 1,250.00 75.00 975.00 0.00 0.00 0.00 CIVIL INDIGENT FEE 186 960.00 960.00 26.10 870.00 0.00 0.00 CONSTABLE PRECINCT 4 SEF 104 5,460.00 5,460.00 490.00 4,060.00 0.00 0.00 ISMALL CLAIMS FILING FEE 4 100.00 100.00 25.00 50.00 0.00 0.00 WRIT OF EXECUTION 2 5.00 5.00 0.00 5.00 0.00 0.00 WRIT OF POSSESSION 16 70.00 70.00 0.00 70.00 0.00 0.00	ABSTRACT OF JUDGMENT 1 5.00 5.00 0.00 5.00 0.00 0.00 0.00 0.	ABSTRACT OF JUDGMENT 1 5.00 5.00 0.00 5.00 0.00 0.00 0.00 0.	ABSTRACT OF JUDGMENT 1 5.00 5.00 0.00 5.00 0.00 0.00 0.00 0.	ABSTRACT OF JUDGMENT I 5.00 5.00 0.00 5.00 0.00 0.00 0.00 0.

*** 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 TO	OT MONEY	CASH	CHECKS	МО	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
CERTCOPIE	CERTIFIED COPIES	7	18.00	18.00	0.00	0.00	0.00	0.00	18.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIN	MDEBTCLAIM	126	2,600.00	2,600.00	0.00	2,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	186	1,600.00	1,600.00	43.50	1,450.00	0.00	0.00	106.50	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSON	186	800.00	800.00	21.75	725.00	0.00	0.00	53.25	0.00	0.00	0.00	01-0399-0000-20835
OCC LICEN	SECCUPATIONAL LICENSE	3	50.00	50.00	8.65	0.00	0.00	0.00	41.35	0.00	0.00	0.00	0100.0000.341804
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	CORUANCY CONTEMPT FI	1	50.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	898	15,282.50	15,282.50	740.00	13,065.00	0.00	0.00	1,477.50	\$0.00	0.00	0.00	
Direct Deposit	\$0.00							HB2398		\$0.00		
Cash	\$740.00							CSR Credit		\$0.00	Post for Refund	\$0.00
Checks Money Orders	\$13,065.00 \$0.00							Jail Credit		\$0.00	Over Payments	\$0.00
Credit Cards:	\$1,477.50	Escrow Pa	yments	\$0.00	Transaction 1	Fee	\$0.00	Non-Moneta	iry	\$0.00	Over rayments	50.00
TOTAL CURRENCY	\$15,282.50	ESCROW	PAID	\$0.00	TRAN. FEES	3	\$0.00	TOTAL		\$0.00	TOTAL PAID	\$0.00

Payment Register: GL Code Recap Williamson County Justice of the Peace, Pct. 4

By Date 11/01/2019-11/30/2019

Date Printed: 1/2/2020 Time Printed: 11:23:48AM

GL CODE GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERSDIREC	T DEPOSIT	HB 2398	TOTALS
0100-0000-341804	1,210.00	252.50	0.00	0.00	0.00	1,462.50
0100-0000-341904	6,800.00	910.00	0.00	0.00	0.00	7,710.00
0100-0000-351304	50.00	0.00	0.00	0.00	0.00	50.00
0100.0000.341804	2,608.65	41.35	0.00	0.00	0.00	2,650.00
0399-0000-208822	896.10	63.90	0.00	0.00	0.00	960.00
01-0399-0000-208022 E-FILING STATE FEE FOR CIVIL	1,493.50	106.50	0.00	0.00	0.00	1,600.00
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	746.75	53.25	0.00	0.00	0.00	800.00
TOTALS:	13,805.00	1,477.50	0.00	0.00	0.00	15,282.50

Payment Register: Summary Section Williamson County Justice of the Peace, Pct. 4 By Date 11/01/2019-11/30/2019

Date Printed: 1/2/2020 Time Printed: 10:47:16AM

FEE CODE	FEE DESC I	TEMS	TOT PAID	TOT MONEY	CASH	CHECKS	МО	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	43	161.00	121.00	25.00	0.00	11.55	0.00	84.45	5.00	0.00	35.00	0100-0000-341804
AFDPS	DPS ARREST FEE	31	98.73	88.73	22.71	0.00	1.40	0.00	64.62	0.00	0.00	10.00	0399-0000-208400
CAF	COUNTY ARREST FEE	16	62.43	52.43	3.94	0.00	0.00	0.00	48.49	0.00	0.00	10.00	0100-0000-341804
CS	CHILD SAFETY	2	22.27	2.27	0.00	0.00	0.00	0.00	2.27	0.00	0.00	20.00	0100-0000-341804
DIS	DISMISSAL FEE	3	30.00	30.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	14	987.00	707.40	188.10	0.00	44.72	0.00	474.58	184.50	0.00	95.10	01.0100.0000.2070
DSC	DEFENSIVE DRIVING	18	138.60	108.90	19.80	0.00	0.00	0.00	89.10	0.00	0.00	29.70	0100-0000-341804
FINE	FINE	132	12,232.80	7,278.20	2,103.60	0.00	272.80	0.00	4,901.80	1,500.00	0.00	3,454.60	0100-0000-351304
PWF	PARKS AND WILDLIFE FINE	1	13.00	13.00	0.00	0.00	13.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	62	133.14	112.14	13.64	0.00	6.93	0.00	91.57	0.00	0.00	21.00	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	1	1.19	1.19	0.00	0.00	0.00	0.00	1.19	0.00	0.00	0.00	0100-0000-341914
AFGPD	GRANGER POLICE DEPAF	1	4.15	4.15	0.00	0.00	0.00	0.00	4.15	0.00	0.00	0.00	0100-0000-341804
C4W.	CONSTABLE 4 WARRANT	20	615.97	315.97	50.00	0.00	38.66	0.00	227.31	200.00	0.00	100.00	0100-0000-341914
CCC	CONSOLIDATED COURT (99	2,813.30	2,173.30	413.19	0.00	103.51	0.00	1,656.60	120.00	0.00	520.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	99	210.89	162.89	30.99	0.00	7.77	0.00	124.13	9.00	0.00	39.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	99	70.28	54.28	10.34	0.00	2.59	0.00	41.35	3.00	0.00	13.00	0361-0000-341154
COM	COMMITMENT	2	2.45	2.45	0.00	0.00	2.45	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	1	21.17	21.17	0.00	0.00	0.00	0.00	21.17	0.00	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	2	3.44	3.44	0.00	0.00	0.00	0.00	3.44	0.00	0.00	0.00	0100-0000-341804
DF	INDIGENT DEFENSE FEE	99	140.61	108.61	20.66	0.00	5.18	0.00	82.77	6.00	0.00	26.00	0399.0000.208703
CM	JUVENILE CASE MANAGI	99	351.51	271.51	51.65	0.00	12.95	0.00	206.91	15.00	0.00	65.00	0103690000370000
CTF	JUSTICE COURT TECHNO	99	281.20	217.20	41.31	0.00	10.37	0.00	165.52	12.00	0.00	52.00	0372-0000-341144
RF	STATE JURY REIMBURSE	99	281.20	217.20	41.31	0.00	10.37	0.00	165.52	12.00	0.00	52.00	0399-0000-208235
SF	JUDICIAL SUPPORT FEE	99	421.79	325.79	61.96	0.00	15.55	0.00	248.28	18.00	0.00	78.00	0399-0000-208352
ΛV	STATE CIVIL JUSTICE DA	67	5.04	4.14	0.59	0.00	0.22	0.00	3.33	0.00	0.00	0.90	0399-0000-208415
XGW	OVER GROSS WEIGHT	4	750.00	750.00	0.00	0.00	400.00	0.00	350.00	0.00	0.00	0.00	0399-0000-208850
EL	RELEASE	2	2.45	2.45	0.00	0.00	2.45	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
PF	SPECIAL PROCESSING FE	3	86.13	86.13	0.00	0.00	0.00	0.00	86.13	0.00	0.00	0.00	0100-0000-341804
TF	STATE TRAFFIC FEE	62	1,921.25	1,651.25	199.63	0.00	69.35	0.00	1,382.27	0.00	0.00	270.00	0399-0000-208425
UB	SUBPOENA FEE	1	2.12	2.12	0.00	0.00	0.00	0.00	2.12	0.00	0.00	0.00	0100-0000-341914
UM	SUMMONS FEE	11	41.45	6.45	5.00	0.00	0.00	0.00	1.45	0.00	0.00	35.00	0100-0000-341914
P	TIME PAYMENT	12	90.80	40.80	7.90	0.00	7.79	0.00	25.11	50.00	0.00	0.00	0399-0000-208860
P-CO	TIME PAYMENT COUNTY	20	23.53	21.03	5.29	0.00	3.20	0.00	12.54	0.00	0.00	2.50	01-0100-000-342860
PDF	TRUANCY PREVENTION.	96	135.76	107.76	20.66	0.00	5.18	0.00	81.92	2.00	0.00	26.00	01-0399-0000-20803
P-ST	TIME PAYMENT STATE	20	117.65	105.15	26.47	0.00	16.01	0.00	62.67	0.00	0.00	12.50	0399-0000-208860
OTALS S	SUMMARY	1439	17,307.00	15,170.50	3,393.74	0.00	1,064.00	0.00	10,712.70	\$2,136.50	0.00	4,967	30
irect Dep	osit	\$0.00							HR230	90	\$0.00		

TOTALS SUMMARY	1439	17,307.00	15,170.50	3,393.74	0.00 1,064.00	0.00	10,712.76 \$2,136.50	0.00	4,967.30	
Direct Deposit	\$0.00						HB2398	\$0.00		
Cash	\$3,393.74 \$0.00						CSR Credit	\$0.00	Post for Refund	£0.00
Checks Money Orders	\$1,064.00						Jail Credit	\$2,136.50		\$0.00
Credit Cards:	\$10,712.76	Escrow Pay	ments	\$0.00	Transaction Fee	\$0.00	Non-Monetary	\$4,967.30	Over Payments	\$0.00
TOTAL CURRENCY	\$15,170.50	ESCROW	PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$7,103.80	TOTAL PAID	\$0.00

Payment Register: GL Code Recap Williamson County Justice of the Peace, Pct. 4 By Date 11/01/2019-11/30/2019

Date Printed: 1/2/2020 **Time Printed:** 10:47:16AM

	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERSDIREC	CT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		13.00	0.00	0.00	0.00	0.00	13.00
0100-0000-341804		115.76	430.77	120.70	0.00	0.00	667.23
0100-0000-341914		93.66	232.07	335.00	0.00	0.00	660.73
0100-0000-351304		2,376.40	4,901.80	4,954.60	0.00	0.00	12,232.80
0360-0000-341150		38.76	124.13	48.00	0.00	0.00	210.89
0361-0000-341154		12.93	41.35	16.00	0.00	0.00	70.28
0372-0000-341144		51.68	165.52	64.00	0.00	0.00	281.20
0399-0000-208160		516.70	1,656.60	640.00	0.00	0.00	2,813.30
0399-0000-208235		51.68	165.52	64.00	0.00	0.00	281.20
0399-0000-208352		77.51	248.28	96.00	0.00	0.00	421.79
0399-0000-208400		24.11	64.62	10.00	0.00	0.00	98.73
0399-0000-208425	STATE TRAFFIC FEE	110.74	216.30	120.00	0.00	0.00	447.04
0399-0000-208850		400.00	350.00	0.00	0.00	0.00	750.00
0399-0000-208860		58.17	87.78	62.50	0.00	0.00	208.45
0399.0000.208703		25.84	82.77	32.00	0.00	0.00	140.61
0399-0000-208415		0.81	3.33	0.90	0.00	0.00	5.04
01.0100.0000.207017		232.82	474.58	279.60	0.00	0.00	987.00
	JUVENILE CASE MANAGER FUND	64.60	206.91	80.00	0.00	0.00	351.51
01-0399-0000-208034	TRUANCY PREVENTION AND DIVE	25.84	81.92	28.00	0.00	0.00	135.76
01-0100-000-342860	TIME PAYMENT COUNTY	8.49	12.54	2.50	0.00	0.00	23.53
0399-0000-208426	STATE TRAFFIC FINE DUE TO STATE	158.24	1,165.97	150.00	0.00	0.00	1,474.21
TOTALS:		4,457.74	10,712.76	7,103.80	0.00	0.00	22,274.30

Meeting Date: 01/14/2020

Order Approving Tax Exemption for Elderly and Disabled

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

11.

Agenda Item

Discuss, consider and take appropriate action to approve and ratify an Order Approving Tax Exemption for Elderly and Disabled.

Background

On October 22, 2019, the Commissioners Court approved increasing the Over 65 Exemption and the Disabled Person Exemption by \$5,000 each, increasing the Over 65 Exemption from \$25,000 to \$30,0000 and the Disabled Person Exemption from \$15,000 to \$20,000 (Pursuant to Article VIII, Section 1-b of the Texas Constitution and Section 11.13 of the Texas Tax Code). The Williamson Central Appraisal District has asked that a formal Order setting forth the Commissioners Court's action be provided and it is now necessary to ratify and approve such Order. Commissioner Valerie Covey served as Presiding Officer on the day the Order was originally considered and approved so it is also necessary for her to sign the proposed Order so that it may be provided to the Williamson Central Appraisal District.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order Tax Exemption for Elderly and Disabled

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:34 AM

Form Started By: Julie Kiley Started On: 01/08/2020 12:31 PM

WILLIAMSON COUNTY COMMISSIONERS COURT ORDER APPROVING TAX EXEMPTION FOR ELDERLY AND DISABLED

STATE OF TEXAS	§
	§
	§
COUNTY OF WILLIAMSON	§

THAT ON the 22nd day of October 2019, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Terry Cook, Commissioner Precinct #1 Cynthia Long, Commissioner Precinct #2 Valerie Covey, Commissioner Precinct #3 (Acting as Presiding Officer) Russ Boles, Commissioner Precinct #4 Nancy E. Rister, County Clerk

With Bill Gravell, County Judge, being absent, and at said meeting, among other business, the Court did CONSIDER, PASS, APPROVE and ORDER the following:

Article 1: Pursuant to Article VIII, Section 1-b of the Texas Constitution and Section 11.13 of the Texas Tax Code, an individual that is sixty-five (65) years of age or older is entitled to exemption from ad valorem taxation by Williamson County of \$30,000 of the appraised value of the residence homestead of the individual for tax year 2020. A surviving spouse of an individual who qualifies for said exemption is entitled to the same exemption for the same residence homestead if: (1) the deceased spouse died in a year in which the deceased spouse qualified for the exemption; (2) the surviving spouse was 55 or older when the deceased spouse died; and (3) the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse.

Article 2: Pursuant to Article VIII, Section 1-b of the Texas Constitution and Section 11.13 of the Texas Tax Code, an individual that is disabled is entitled to exemption from ad valorem taxation by Williamson County of \$20,000 of the appraised value of the residence homestead of the individual for tax year 2020. A surviving spouse of an individual who qualifies for said exemption is entitled to the same exemption for the same residence homestead if: (1) the deceased spouse died in a year in which the deceased spouse qualified for the exemption; (2) the surviving spouse was 55 or older when the deceased spouse died; and (3) the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse.

Article 3. For purposes of this Order, "disabled" means under a disability for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors, and Disability Insurance or its successor.

Article 4. An eligible disabled person who is also sixty-five (65) years of age or older may not receive both the disabled and elderly exemptions but may choose one or the other exemption. If two or more individuals who are eligible for an exemption under this Order own the same residence homestead, the exemptions for each may not be combined and only one (1) owner may receive the exemption.

Article 5. Eligibility for an exemption under this Order shall be determined by an individual's and his or her residence's qualifications as of on January 1st of the tax year for which the claimant seeks the exemption. Applications for the exemptions set out under this Order shall be made pursuant to Section 11.43 of the Texas Tax Code, and pursuant to the rules and regulations of the respective county appraisal districts and respective county tax assessor-collectors for the property subject of the exemption application.

Article 6. Exemptions recognized and established pursuant to this Order shall be effective until amended or appealed by the Williamson County Commissioners Court.

Commissioner Valerie Covey, acting as the Presiding Officer of the Williamson County Commissioners Court at the above stated Regular Session of the Williamson County Commissioners Court was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court.

Valerie Covey, Commissioner Precinct No. 3, As Presiding Officer

Meeting Date: 01/14/2020

ESD#3 Re-appointment

Submitted For: Russ Boles Submitted By: Michael

Cooper,

Commissioner

12.

Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Bill Brown to Place #1 of the ESD #3 Board of Directors for a two-year term beginning January 1, 2020 and ending December 31, 2021.

Background

The bio has been previously submitted, as this is a reappointment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:00 AM

Form Started By: Michael Cooper Started On: 01/09/2020 09:33 AM

Meeting Date: 01/14/2020

ESD#3 Re-appointment

Submitted By: Michael Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

13.

Agenda Item

Discuss, consider and take appropriate action on reappointment of Garry Guthrie to Place #4 of the ESD #3 Board of Directors for a two-year term beginning January 1, 2020 and ending December 31, 2021.

Background

The bio has been previously submitted, as this is a reappointment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:01 AM

Form Started By: Michael Cooper Started On: 01/09/2020 09:38 AM

Meeting Date: 01/14/2020

Orphan Kitten Grant

Submitted For: Cheryl Schneider Submitted By: Cheryl Schneider,

Animal Services

14.

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a grant in the amount of \$25,000.00 from the Orphan Kitten Club to aid in funding of the Williamson County Regional Animal Shelter's Mightycat Program; including authorization to execute the grant agreement terms and conditions.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kitten Grant Kitten Budget

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:40 AM

Form Started By: Cheryl Schneider Started On: 01/09/2020 09:04 AM



Dear Williamson County Regional Animal Shelter,

Congratulations!

Orphan Kitten Club (OKC) is thrilled to support your lifesaving efforts by investing \$25,000 in your organization in response to your Mightycat Program application [ID-P023] Funds will be distributed via check following receipt of this email.

REQUIREMENTS:

By endorsing and depositing the grant award check, you represent and warrant that your organization will:

- 1. Use the funds to pay for all aspects of your Bottle Baby Brigade Program including supplies for the kitten exam area and money for the salary of a Kitten Care Specialist.
- 2. Provide OKC with continued content (photos, video, written stories) and updates for 1-2 the kittens you have saved because of this funding.
- 3. Announce and celebrate the investment from Orphan Kitten Club (minimum: 1-3 posts on social media).
- 4. Send OKC a 30-60 second video of your neonatal care area and staff member to be shared on our website and social platflorms.
- 5. Complete follow up grant reports in a timely manner.
- 6. Allow OKC to use your story, photos and video clips.

AWARD AMOUNT:

Orphan Kitten Club's funding decisions are made based on multiple factors including our own grant budget. Our award amount may be greater or less than the amount you suggested. As long as your use of funds stays focused on lifesaving objectives, you do not need to seek specific approval for each expenditure that deviates from the project description provided in the application. We trust that you will utilize these funds in the best manner possible to achieve the greatest return for your organization and community.

MUNICIPAL ORGANIZATIONS:

Municipalities are reminded that, per the certification you agreed to during the application process, funds donated shall not supplant or replace existing government funding, may not



be appropriated to the general funds of the municipality, but rather must be utilized and become an additional part of the funding of the animal control sheltering department.

NON-DISPARAGEMENT CLAUSE:

As a recipient of an Orphan Kitten Club Mightycat Grant, your organization shall not make any oral or written statement about OKC which is intended or reasonably likely to disparage the organization, or otherwise degrade the OKC's reputation in the animal welfare community.

Thank you for all you do for kittens! We look forward to hearing about the amazing lifesaving work you are able to accomplish with this investment.

Sincerely,	
Orphan Kitten Club Team	
Signature	Name & Title

Orpahan Kitten Club Grant Propsal

Total:

Part-time Postion Pay grade B.16	\$	14.14
Estimated	\$	15,000.00
Heat disk	\$	27.99
30 units 1 for each kennel	\$	839.70
Incubator	\$	579.99
2 units	\$	1,159.98
Kitten Formula breeder's edge 4.5 pound bag	\$	69.99
15 units	\$	1,049.85
25 65	Τ.	_,0 .0.00
Wet Food per 40 cans (Friskes)	\$	18.26
45 units	\$	821.70
Wet Food Babycat Per 24 cans	\$	36.50
45 units	\$	1,642.50
Miracle Nipples 10 pack	\$	38.95
20units	\$	779.00
	·	
Pine Cat Litter	\$	500.00
Science Diet Kitten Food	\$	500.00
Exam Table	\$	98.49
Exam rable	Ş	98.49
Quart Stack boxes	\$	37.87
	•	
Medical Supplies (for new exam room)	\$	1,000.00
Small Bowls	\$	8.99
60 units	\$	539.40
Litter Pans (100)	\$	97.08
10 units	\$	970.80
	,	

Meeting Date: 01/14/2020

Milliman Business Associates Agreement

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

Human Resources

15.

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the Business Associate Agreement between Milliman, Inc. and Williamson County as it applies to Actuarial Services performed on behalf of Williamson County by Milliman, Inc.

Background

The Milliman Business Associate Agreement will accompany the Milliman Contract recently signed in November 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Milliman BAA 2020

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/06/2020 03:25 PM

Form Started By: Shelley Loughrey Started On: 01/06/2020 01:32 PM

Meeting Date: 01/14/2020 WCEMS Provider Lic Application

Submitted By: Michael Knipstein, EMS

Department: EMS **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Williamson County EMS Provider License Declaration Form and authorizing the County Judge to sign same and any necessary related documents.

Background

Williamson County EMS must submit a renewal application every two years to the Texas Department of State Health Services to provide EMS services. The application must be signed by the EMS Administrator of Record and the highest elected official. Funding for renewal was approved in the FY20 EMS budget, 0100-0540-004540.

Fiscal Impact

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

EMS Application

Form Review

Inbox Reviewed By Date

Hal Hawes 01/06/2020 09:56 AM County Judge Exec Asst. Andrea Schiele 01/06/2020 10:52 AM

Form Started By: Michael Knipstein Started On: 01/06/2020 09:39 AM

Final Approval Date: 01/06/2020

16.



PROVIDER LICENSE DECLARATION FORM REVISED: 09/07/2017

Submit the completed form to the appropriate address and with the appropriate cover sheet when mailing or upload with your online renewal application

All Forms Are Available On The EMS-Trauma System Webpage http://www.dshs.state.tx.us/emstraumasystems/provfro.shtm:

Fax Number: 512-834-6714 Email: EMSProviderFRO@dshs.texas.gov

Privacy Notification: With a few exceptions, you have the right to request and be informed about information the State of Texas collect about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.state.tx.us for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 552.023 and 559.004)

TYPE OR PRINT IN BLACK INK

Select One:
☐ Initial Application ■ Renewal Application
□ Other
Fill in Requested Information:
DSHS License Number: 246013 (Leave blank if initial application.)
Federal Employer Identification Number: 74-6000978
National Provider Identifier Number: 1114995586
Section 1 - Name of Legal Entity Applying for License
Williamson County EMS
Section 2 – Entity Assumed or Operating Name(s), list all if applicable. If applicable, attach copies of all assumed name certificates.

Publication #: F01-13066 Page 1 of 14

If different from Section 1&2, mus	st provide	written e	explanation.
Section 4 - Chief Executive Of Highest Elected Official (Gover	* 7 . 1 1 1 . W	ner or	
Name: William Walker Gravell Jr.			
Title: County Judge			
Address: 710 S. Main Street			
City Georgetown			
County Williamson	Sta	te: TX	Zip: 78626
Phone: 512-943-1665	Em	ail: bgrav	/ell@wilco.org
Section 5 - Administrator of R	ecord		
Name: Michael J. Knipstein Title: Director		12	**
Address: 3189 SE Inner Loop			
City Georgetown			
County Williamson	Sta	te: TX	Zip: 78626
Phone: 512-943-1264	Em	ail: mkni	pstein@wilco.org
TX EMS Certification/ID #:		37329	10.4
☐ A completed EMS Administrator	r of Record	d Form is	s attached or has been included.
This	oa latoat	iamallus l	left blank

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Section 6 - Alternate Contact

The person who can answer questions if administrator is unavailable.

Name: Edward F. Tydings

Title: Division Commander - Operations

Address: 3189 SE Inner Loop

City Georgetown

County Williamson State: TX Zip: 78626

Phone: 512-943-1264 Email: edtydings@wilco.org

Section 7 - Designated Infection Control Officer

Name: Danielle Collins

Title: Field Training Officer

Address: 3189 SE Inner Loop

City: Georgetown

County Williamson State: TX Zip: 78626

Phone: 512-943-1264 Email: daniele.collins@wilco.org

Section 8 - Physician Medical Director

Address must be where the physician receives mail.

Name: Jeffrey L. JArvis

TX Medical License #: M5251

Address: 3189 SE Inner Loop

City Georgetown

County Williamson State: TX Zip: 78626

Phone: 512-943-1264 Email: jjarvis@wilco.org

This area intentionally left blank

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Basic Life Support (BLS)	
BLS with ALS Capability	
BLS with MICU Capability	25
Advanced Life Support (ALS)	
ALS with MICU Capability	
Mobile Intensive Care Unit (MICU)	
Rotor-Wing	
Fixed Wing	
Specialized	
TOTAL AUTHORIZATIONS REQUESTED	,
*If requesting specialized vehicle authorization(s), described vehicle request being made:	cribe the type of specialized
	cribe the type of specialized

Section 10 - Information
10-A: Entity Type: Check any that apply or explain.
■ Governmental Entity
Type of Government Entity: □ City
■ County
☐ ESD - Emergency Service District
☐ Hospital District
☐ State Agency
□ Hospital
□ Private
□ Other (Must Explain)
10-B: Tax Status: You must check only one.
□ Other (Must Explain)
10-C: Response Type: You must check only one.
■ Emergency/ 911 □ Non-Emergency/Non-911 □ Both
10-D: Trauma Service Area (TSA) - Regional Advisory Council (RAC):
■ I attest on behalf of the legal entity mentioned above, that the entity or its management staff participate in a Regional Advisory Council.
10-E: Emergency Medical Task Force (EMTF) Participant:
☑ Yes ☐ No (This is for planning purposes only. Participation not required.)
This area intentionally left blank

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Section 10 - Information Continued 10-F: Expansion by an EMS Provider I attest on behalf of the legal entity mentioned above, that the entity and its management staff understand that an EMS provider is prohibited from expanding operations to or stationing any EMS vehicles in a municipality or county other than the municipality or county from which the provider obtained the letter of approval under until after the second anniversary of the date the provider's initial license was issued, unless the expansion or stationing occurs in connection with: (A) a contract awarded by another municipality or county for the provision of EMS: (B) an emergency response made in connection with an existing mutual aid agreement; or (C) an activation of a statewide emergency or disaster response by the department. 10-G: Subscription Program: Does your organization offer a subscription program? *If yes, please submit all required documentation and information. Air Medical Providers are excluded from this requirement. 10-H: EMS Personnel: Compensation Status: Paid/Non-Volunteer □ Volunteer □ Mixed (You may check only one.) I attest on behalf of the legal entity mentioned above, that all licensed or certified EMS personnel have completed a juris prudence examination approved by DSHS. ----or ----☐ I attest on behalf of the legal entity mentioned above, that all licensed or certified EMS personnel have NOT completed a juris prudence examination approved by DSHS and a plan of correction is attached with this declaration form. 10-I: Medicare and/or Medicaid Eligibility I attest on behalf of the legal entity mentioned above, that the entity, applicant, management staff, medical director and/or employees are not excluded from participation in the Medicare and/or Medicaid program.

Legal Entity Name: Williamson County EMS

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Section 10 - Information Continued

10-J: Headquarters/Physical Primary Location:

- I attest on behalf of the legal entity mentioned above, that no other licensed EMS Provider is located at the Headquarters/Physical Primary Location Street Address.
- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease agreement for the Headquarters/Physical Primary Location address.
- I attest on behalf of the legal entity mentioned above, that the entity understands it must have permission from DSHS to relocate from the Headquarters/Physical Primary Location address prior to moving.

10-K: Medical Equipment:

- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease for all of the medical equipment that will be used.
- I attest on behalf of the legal entity mentioned above, that the entity has enough medical equipment so that each vehicle has its own set of medical equipment to operate at the level authorized by DSHS.

10-L: Vehicles:

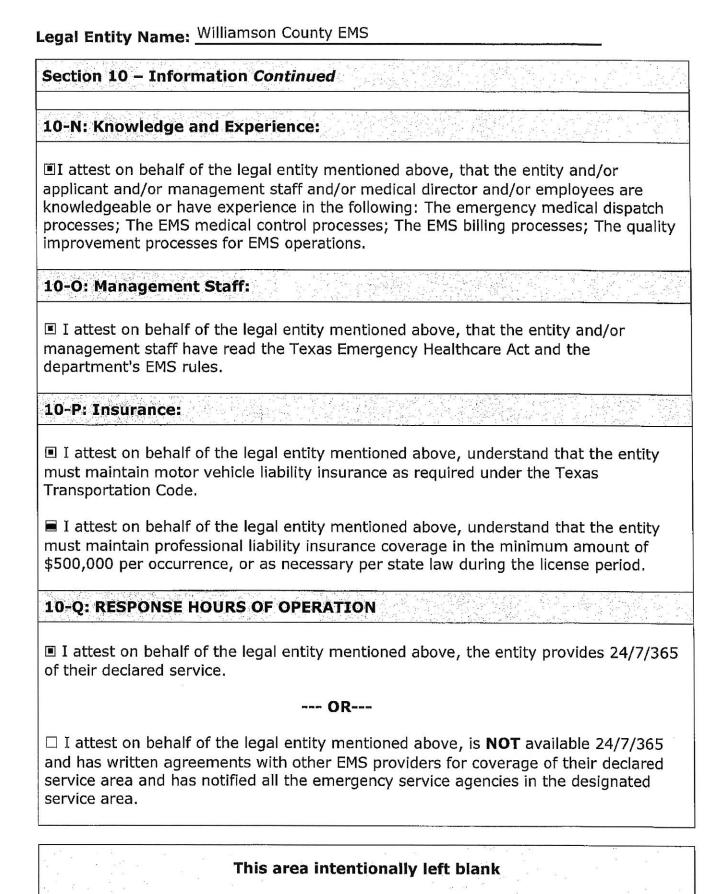
- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease for all of the vehicles that will be used.
- I attest on behalf of the legal entity mentioned above, that the entity and/or management staff understand that authorized vehicles are considered response ready unless the vehicle is designated as being **out of service** using the form provided by the department.

10-M: Medical Records:

■ I attest on behalf of the legal entity mentioned above, that the entity has a plan for the going out of business to ensure the maintenance of the medical records.

This area intentionally left blank

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Legal Entity Name:
Section 10 – Information <i>Continued</i>
10-R: Letter of Credit:
Attach a copy of a letter of credit issued by a federally insured bank (FDIC) or savings institution. An emergency medical services provider that is directly operated by a governmental entity is exempt from this section.
Institution Name:
Date of Letter:
Amount of required credit: (must choose one)
□ \$100,000 for the initial license and for renewal of the license on the second anniversary of the date the initial license is issued □ \$75,000 for renewal of the license on the fourth anniversary of the date the license is issued □ \$50,000 for renewal of the license on the sixth anniversary of the date the initial license is issued □ \$25,000 for renewal of the license on the eighth anniversary of the date initial license is issued □ Not required, Explain □ Not required, Explain □ Exempt - Governmental Entity
10-S: Station Locations:
I attest on behalf of the legal entity mentioned above, the legal entity mentioned above has stations locations. Please complete and attach the List of Station(s) Location(s) form.
This area intentionally left blank

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Sec	tion 10	- Information Continued		
10-	T: Medi	caid Provider Surety Bond		
the Com	Medicaid imission	rs are required to provide a surety be program and as required by the Tex An EMS provider that is directly open this section.	as Health	and Humans Services
□ Y	es □ N	No E Exempt (Governmental Entity	')	
If No	o, please	e explain:		
Bon	d Numbe	er:		
Bon	d Effectiv	ve Date:		
Nam	ne of inst	citution issuing bond and contact tele	phone nui	mber:
			*	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Sec	tion 11	– Service Area		
Plea	se provi	City(s) and County(s) you plan to op de all of the required information on al Sheet(s) attached:		
1.	City:	Austin	County:	Williamson
2.	City:	Bartlet	County:	Williamson
3.	City:	Cedar Park	County:	Williamson
4.	City:	Copeland	County:	Williamson
5.	City:	Florence	County:	Williamson
6.	City:	Granger	County:	Williamson
7.	City:	Hutto	County:	Williamson
8.	City:	Jarrell	County:	Williamson

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Williamson County Emergency Medical Services Provider License Application 2020

Declaration Form (Continued) Service Area

Williamson County EMS provides service to all incorporated and unincorporated areas within the borders of Williamson County.

City	<u>County</u>		
Leander	Williamson		
Liberty Hill	Williamson		
Round Rock	Williamson		
Taylor	Williamson		
Thrall	Williamson		
Weir	Williamson		

Section 12 -Governmental Recognition

List and attach recognition from governmental entities. This section does not apply to renewal of an emergency medical services provider license or a municipality, county, emergency services district, hospital, or emergency medical services volunteer provider organization in this state that applies for an emergency medical services provider license. If you need more space, please provide all of the required information on a separate piece of paper. Additional Sheet(s) attached:

	1	
1.	City:	County:
2.	City:	County:
3.	City:	County:
4.	City:	County:
5.	City:	County:
6.	City:	County:

Section 13 - Addresses

Headquarters/Physical Primary Location Street Address:

Address: 3189 SE Inner Loop

City: Georgetown

County: Williamson State: TX Zip: 78626

Telephone #: | 512-943-1264 | Fax #: | 512-943-1269

Headquarters/Physical Primary Location Business Hours

Please list the days and hours of normal operation or a designated day and time when personnel are present so the public may ask questions.

Monday - Friday 8:00 AM - 5:00 PM

■ I attest on behalf of the legal entity mentioned above, these hours are posted for public viewing on the outside of the building.

Section	27 7 21	117 's		s Continued					
Business	s Ma	ailin	g Addı	ess:					
Address:	РО	Вох	73						
City:	- 100	Georgetown							
County:	,	Willia	amson		State:	TX		Zip:	78626
Telephon	e #	:	512-94	3-1264	Fax #:		512-	-943-1269	
Billing O	ffic	e St	reet A	ddress: □ Same	as hea	dquarters			
Address: 20 East Tauton Ridge Road #500									
City:	City: Berlin								
County: Camden			State:	NJ		Zip:	08009		
Telephone #: 800-975-3715		75-3715	Fax #: 856		856-	5-768-2739			
Dispatch	1 Lc	cati	on Str	eet Address: \Box	Same a	s headqua	rters		
Dispatching Agency: Williamson County Emergency Communications									
Address: 911 Tracey Chambers Lane			,			CONTRACTOR .			
City:	City: Georgetown								
County: Williamson			State:	TX		Zip:	78626		
Telephone #: 512-864-8282		54-8282	Fax #: 512-864-8369		8369				

This area intentionally left blank

Section 14 - Ownership & Type of Legal Entity				
Complete the following to indicate the type of legal entity and responsible persons:				
■ Government Entity □ Unincorporated Association of People				
☐ Sole Proprietorship ☐ Partnership/General Partnership				
□ Corporation □ Limited Liability Company □ Limited Partnership				
☐ Limited Liability Partnership				
□ Other (must explain)				
Please complete this information for all officers, general partners and limited partners of the legal entity. Government Entities should complete this information for the chief elected official (i.e. city mayor or county judge) or appointed officials that are responsible for the entity (i.e. emergency service district or hospital district board members). The Date of Birth's are required.				
Name William Walker Gravell Jr.				
Date of Birth (MM/DD/YYYY): 02 /27 /1964 Title County Judge				
Mailing address 710 S. Main Street				
City Georgetown State TX Zip 78626				
Name				
Date of Birth (MM/DD/YYYY):/ Title				
Mailing address				
City State Zip				
Name				
Date of Birth (MM/DD/YYYY):/ Title				
Mailing address				
City State Zîp				
□ Additional Persons are listed on separate sheet attached.				

Section 15 – Signature and Notary	DEVELOPE IN			
On behalf of the above named legal entity, I hereby affirm and declare I am authorized to make this Emergency Medical Services Provider application and/or declaration and all information submitted on this form and any supplemental documents are true and correct. I attest and understand the legal entity and I are accountable and responsible for the accuracy of all answers and statements on this form. I attest the legal entity listed on this form meets all requirements for the type of license requested. Further, I understand it is a Class A misdemeanor violation of Texas Penal Code Sec. 37.10 to submit a false statement to a governmental agency. I have read and understand Health and Safety Code Chapter 773 and Texas Administrative Code Title 25, Chapter 157, and agree to adhere to those statutes rules, and all other applicable statutes and rules.				
Signature of Administrator of Record Signature of CEO/Owner	_			
ℓ				
Michael Knipstein				
Printed Name of Administrator of Record Printed Name of CEO/Owner	-			
THE STATE OF TEXAS COUNTY OF WILLIAMS				
Before me, the undersigned authority, on this day personally appeared				
, known to me to be the person whose is subscribed to the foregoing instrument and under oath, acknowledged to me that he/she signed the same for the purpose and consideration therein expressed.	e name t			
Given under my hand and seal on this 28% day of 0% , 20	19			
Notary Signature (SEAL) KAAREN THOENE Notary Public, State of Texas				
Expires 02/06/2022 1.D.# 1136346-4 Notary Printed Name				
My commission expires 2622				

Meeting Date: 01/14/2020

Emergency Management Performance Grant Application **Submitted By:** Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

17.

Agenda Item

Discuss, consider and take appropriate action on the application submittal for the 2020 Emergency Management Performance Grant (EMPG) for the Office of Emergency Management.

Background

The Office of Emergency Management applies annually for this grant to offset eligible expenses relating to emergency management. This is a reimbursement grant and may reimburse to a maximum of 50 percent of eligible expenses.

Fiscal Impact

	From/To	Acct No.	Description	Amount
- 1				

Attachments

2020 EMPG Application

Form Review

Reviewed By	Date
	Reviewed By

County Judge Exec Asst. Andrea Schiele 01/06/2020 02:31 PM

Emergency Management (Originator) Michael Shoe 01/06/2020 04:21 PM County Judge Exec Asst. Andrea Schiele 01/07/2020 08:12 AM

Form Started By: Michael Shoe Started On: 01/06/2020 02:00 PM

FISCAL YEAR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

				and the second s
1. APPLICANT NAME (Jurisdi	ction): Williamson	County Office of E	mergency Manag	ement
2. COUNTY: Williamson			3. DISASTER DISTR	ICT: 12
4. EMPG STATUS: 🗹 Currer	nt EMPG Program pa	articipant 🏻 New EMP	G Program applicant	
5. PROGRAM PARTICIPANTS Identify any jurisdictions that h				nagement program.
Cities of Coupland, Florence, Gran	ger, Hutto, Liberty Hill,	Thrall, and Weir.		
6. CHECKLIST OF APPLICAT Grant (EMPG) Guide for inform			mergency Manageme	ent Performance
☐ Designation of Grant Offici ☐ Statement of Work & Cumi ☐ EMPG Staffing Pattern (TL ☐ Application for Federal Ass ☐ EMPG Staff Job Description the FY 2020 EMPG Staffing of ☐ FEMA Form 20-16 Summa Attached: ☐ FEMA Form 20-16A, As ☐ FEMA Form 20-16C, Co Matters; and Drug-Free	ulative Progress Rep DEM-66) - The Author sistance (TDEM-67) - n (TDEM-68) - A cun Pattern (TDEM-66) ary Sheet for Assuran ssurances — Non-Col entifications Regardin Workplace Requirer	orized Official shall sign to -The Authorized Official rent job description is re- nces & Certifications - Sonstruction Programs ng Lobbying, Debarment ments	this form shall sign this form equired for each staff n hall be signed by an Ai t, Suspension, & Other	nember listed in uthorized Official Responsibility
 ✓ FEMA Form SF LLL, Disck applicant performs lobbyin ✓ Direct Deposit Authorizatio 	g to influence feder a	al actions	•	
Financial Officer shall sign Travel Policy Certification (this form	•		,
7. CERTIFICATION: This Appli (TDEM-17A), constitutes the annu- undersigned agree to exert their be Report approved by the Texas Divi	cation, together with the al work plan for the em ast efforts to accomplis	ie approved EMPG Statem ergency management prog h all activities listed in the S	ent of Work & Cumulative ram whose participants a	re listed above. The
Authorized Official	Date	-Emergency Manag	ement Coordinator	Date
Bill Gravell, Jr.		Michael Sho	е	
Printed Name	****	Printed Name:		

TDEM-17 10/19 Email address: TDEM,EMPG@tdem,texas.gov

Page 1 of 1

Completed forms and application materials can be sent by email or mail to:

Physical Address: Texas Division of Emergency Management 1033 La Posada Blvd. Suite 300

Austin, Texas 78752

FISCAL YEAR 2020 DESIGNATION OF EMPG GRANT OFFICIALS

APPLICANT NAME (JURIS	DICTION): Williamson County		
	EMERGENCY MANAGEMENT COORDINATOR*		
NAME	Mr. ☐ Ms. Michael Shoe *If newly appointed, attach form TDEM-147		
Official Mailing Address	Williamson County OCM		
Please include ZIP + 4	Williamson County OEM		
William Committee to the committee of th	911 Tracy Chambers Lane		
	Georgetown, TX 78626-6386		
Daytime Phone Number	(512) 864-8267 Alternate Number ()		
Fax Number	(512) 864-8227		
E-mail Address	michael.shoe@wilco.org		
	T OF CONTACT (RESPONSIBLE FOR APPLICATION)		
NAME	Mr. Ms. Kyle McKnight		
Title	Emergency Management Specialist		
Official Mailing Address	Williamson County OEM		
Please include ZIP + 4	911 Tracy Chambers Lane		
	Georgetown, TX 78626-6386		
D (D			
Daytime Phone Number Fax Number	(512) 864-8266 Alternate Number ()		
	(512) 864-8227		
E-mail Address	kmcknight@wilco.org		
GRANT I	INANCIAL OFFICER (CANNOT BE THE SAME AS EMC)		
NAME	☐ Mr. ■ Ms. Jerri Jones		
Title	County Auditor		
Official Mailing Address	Williamson County Historic Courthouse		
Please include ZIP + 4)	County Auditor 710 S. Main Street		
	Suite 101		
	Georgetown, TX 78626-5703		
Daytime Phone Number	(512) 943-1545		
Fax Number	(512) 943-1662		
E-mail Address	jljones@wilco.org		
AUTHORIZI	ED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)		
NAME	Mr. Ms. Bill Gravell, Jr.		
Title	County Judge		
Official Mailing Address	Williamson County Historic Courthouse		
Please include ZIP + 4 County Judge 710 S. Main Street			
Suite 101			
	Georgetown, TX 78626-5703		
Daytime Phone Number	(512) 943-1550		
Fax Number	(512) 943-1662		
E-mail Address	bgravell@wilco.org		

FISCAL YEAR 2020 EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT

Applicant Name (Jurisdiction): Williamson County							
Jurisdiction DUN/SAI	VI # 0769300	049	Congression	Congressional District # 31			
SAM Status Active Jurisdiction Population 566,719							
TDEM - 147 Submitted 2018 census data available at: Please use the US Census Bureau website							
KEY DOCUMENT SUBMISSIONS AND APPROVALS							
Document		Submitter	Date	TDEM Reviewer	Date		
Statement of Work	Mic	chael Shoe			<u> </u>		
Progress Report #1							
Progress Report #2							
F							
TASK				OGRESS REPORT			
☑Work Plan	Jurisdiction will submit an EMPG Application, two Progress Reports, and four Quarterly Financial Reports						
☐Progress Report #1	Progress Report #1 is being submitted to TDEM First Financial Report has been submitted to TDEM						
☐Progress Report #2	Progress Report #2 is being submitted to the TDEM Second & Third Quarter Financial Reports have been submitted to TDEM Fourth Quarter Financial Report has been submitted to TDEM						
TASK 2—LEG	AL ALITHO	ADITIES END E	MEDGENOV N	MANAGEMENT PROG	- A R #		
I AGN 2—LEG					RAM		
	☐ Jurisdiction will maintain current legal documents establishing emergency management program						
	✓ Legal documents are current & on file with TDEM; no additional action is required.						
✓ Work Plan	☐Jurisdiction will prepare & submit to TDEM Preparedness Section:						
E Frank Lond	Commissioner's Court Order #						
	City Ordinance(s) for:						
	☐ Updated Joint Resolution dated:☐ NIMS Adoption dated:						
	Legal do			DEM no additional action is	required		
☐ Progress Report #1	☐ Legal documents are current & on file with TDEM, no additional action is required ☐ Jurisdiction completed & submitted to TDEM Preparedness Section:						
October 1 – March 31	Commissioner's Court Order #						
	City Ordinance(s) for:						
	☐ Updated Joint Resolution dated: ☐ NIMS Adoption dated:						
	Legal do	cuments are curren	nt & on file with TD	DEM, no additional action is i	reauired,		
Progress Report #2	□Jurisdictio	on completed & sub	mitted to TDEM Pa	reparedness Section:	, • • • • • • • • • • • • • • • • • • •		
April 1- September 30		Commissioner's Co					
	☐ City Ordinance(s) for: ☐ Updated Joint Resolution dated:						
		NIMS Adoption dat					

1

	TASK 3—PUBLIC EDUCATION/INFORMATION
	✓ Jurisdiction will conduct hazard awareness activities for local citizens.
☑ Work Plan	The Wilco Ready app will be used to push weekly preparedness tips as well as any incidents.
Progress Report #1 October 1 – March 31	☐ Jurisdiction completed the following hazard awareness and/or public education/information activities:
☐ Progress Report #2 April 1 September 30	Jurisdiction completed the following hazard awareness and/or public education/information activities:
TA 01/2	
I ASK 4	—EMERGENCY MANAGEMENT PLANNING DOCUMENTS
☑ Work Plan	☐ Jurisdiction reviewed emergency management plan & annexes for currency and NIMS compliance ☐ Emergency management plan and all annexes are current and NIMS compliant ☐ Jurisdiction will develop, update, or change these planning documents: ☐ Basic Plan ☐ Annexes: ☐ A ☐ B ☑ C ☐ D ☐ E ☐ F ☑ G ☐ H ☑ I ☐ J ☑ K ☑ L ☐ M ☐ N ☐ O ☐ P ☐ Q ☑ R ☐ S ☐ T ☐ U ☐ V ☐ ☐ Other documents:
	NOTE: All Plans and Annexes must be NIMS compliant.
☐ Progress Report #1 October 1 – March 31	☐ Jurisdiction reviewed emergency management plan & annexes for currency and NIMS compliance ☐ Emergency management plan and all annexes are current and NIMS compliant ☐ Jurisdiction updated by revision or change the following planning documents: ☐ Basic Plan ☐ Annexes: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H ☐ I ☐ J ☐ K ☐ L ☐ M ☐ N ☐ O ☐ P ☐ Q ☐ R ☐ S ☐ T ☐ U ☐ V☐ ☐ Other documents: ☐ No Task 4 progress necessary this reporting period.
	☐ Jurisdiction reviewed emergency management plan & annexes for currency and
Progress Report #2 April 1 – September 30	NIMS compliance
	☐ Other documents: ☐ No Task 4 progress necessary this reporting period.

TASK 5—IPP			ND EXERCISE PLAN			
	Integrated Preparedness Planning Workshop (IPPW)					
	Conduct an annual Integrated Preparedness Planning Workshop (IPPW) (formerly known as the Training and Exercise Planning Workshop) with the whole community to develop a 3-year Integrated Preparedness Plan (IPP). See detail in the Amplifying Information section. Update the plan on an annual basis and submit no later than 90 days from conduct.					
	In a given year, conduct and evaluate as many or as few exercises, both discussion-based and operations- based, to address any three (3) designated Priority Areas:					
☑ Work Plan	It is recommended to conduct at least one (1) operations-based exercise annually to enhance commun preparedness.					
☑ IPPW	See the EMPG local guide for further exercise details.					
Date Submitted:	and a second guide for full after exemples details.					
	REQUIRED EXERCISE SCHEDULE					
Performance Period	Exercise Type)	Exercise Date & Name (List All)	Quarter of Year		
	Full Scale		02/05/2020 - Firestarter 2020			
Fiscal Year 2020 (October 1, 2019 -	Operational Based		03/19/2020 - Blue Team Resources 04/16/2020 - Red Team Resources			
September 30, 2020)	Operational Based Exercise 4		04/10/2020 - Red Team Resources			
	Exercise 5				1 2 3 4	
Our last Full-Scale exerci	ise was conducted on (date)) 02/08/2018					
□ - ····	Conducted the foll	owin	g exercises and provided documentation	n to		
∐Progress Report #1	Exercise Type		Exercise Name and Date		EMPG Funded	
October 1 March 31	Exercise 1				Exercise 1	
[□] IPPW	Exercise 2				Exercise 2	
Date Submitted:	Exercise 3				Exercise 3	
	□No exercise completed and did not request credit for a real world event					
	☐Exercise approve	d cor	ifirmation documentation attached			
Progress Report #2	Conducted the following exercises and provided documentation to TDEM:					
April 1 - September 30	Exercise Type		Exercise Name and Date		EMPG Funded	
	Exercise 1			8	Exercise 1	
□IPPW	Exercise 2				Exercise 2	
Date Submitted:	Exercise 3				Exercise 3	
	☐ No exercise com☐ Exercise approve	iplete ed co	d and did not request credit for a real wor nfirmation documentation attached	ld ev	ent	

TASK 6	TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL				
	All EMPG funded emergency management personnel and the local elected official or their designee will participate in the following training during FY 20:				
	EMC Michael Shoe - IS-26 - Guide to Points of Distribution				
✓ Work Plan	DEMC Shantelle Brannon - IS-559 - Local Damage Assessment				
	EM Specialist Aubury Holmes - IS-2200 - Basic EOC Functions				
	EM Specialist Kyle McKnight - IS-1027 - Fire Management Assistance Grants				
	Emergency management personnel completed the following training and documentation is attached:				
	Position & Name Course Name or Number Date Completed				
☐ Progress Report #1					
October 1 – March 31					
☐ No progress necessary this reporting period.					
	Emergency management personnel completed the following training and documentation is attached:				
	Position & Name Course Name or Number Date Completed				
☐ Progress Report #2					
April 1 – September 30					
☐ No progress necessary this reporting period.					

TASK 7—EN	MERGENCY	MANAGEMENT T	RAINING FOR OTHER PERSON	INEL	
✓ Work Plan	Jurisdiction will conduct or arrange emergency management related training for elected				
	officials, other local officials, & support agencies. The following formal training courses were taught or contracted:				
☐ Progress Report #1	Date Date	ng tormai training cou Course Title		· · · · · · · · · · · · · · · · · · ·	
[ragicas report#1	Date	Course Title	Description of Attendees	# Trained	
October 1 – March 31				Trained	
				- 	
☐ No progress		<u> </u>			
necessary this					
reporting period					
	· · ·				
	The following	ng formal training cou	rses were taught or contracted:		
Progress Report #2	Date	Course Title	Description of Attendees	#	
April 1 September 30				Trained	
Whili I Sebtembet 30					
No progress					
necessary this reporting					
period					
					
TAOKO EN	IED O EN OX				
IASK 8—EN			RGANIZATIONAL DEVELOPM	ENT	
	request ANI	will demonstrate the all Daccess the National	oility to process and submit a STAR Weather Service information:		
☑Work Plan	Conference	s: TDEM EM Confer	ence, EMAT Conference, IAEM Con	forence	
[] WOLK FIGHT	Meetings: V	Villiamson County HS	SEPC Meetings, LEPC Meetings, EN	AC Meetings	
	Work Group	s/Committees: CAP	COG HSTF	ino moonings	
	ļ. <u> </u>				
☐Progress Report #1	Jurisalction C	an demonstrate TASK	8 requirements by:		
October 1- March 31					
No progress ☐ necessary this					
reporting period					
Progress Report #2	Jurisdiction of	can demonstrate TASK	8 requirements by :	-	
April 1 - September 30					
•					
No progress					
necessary this reporting period					

REMARKS (Use an Additional Sheet if Necessary)

JURISIDICTION NAME: Williamson County				
Task 3 - Work Plan (Continued)				
-Wilco Ready Banners will be displayed in county tax buildings.				

FISCAL YEAR 2020 EMPG STAFFING PATTERN

APPLICANT NAME (as is appears on EMPG application) Williamson County Office of Emergency Management						
3. FULL-TIME EMPLOYEES (Including those who work all or only a portion of their time in emergency management duties)	4. Gross Annual Salary	5. Gross Annual Benefits	6. Gross Salary & Benefits (4+5)	7. % Work in EM Dutles	8. Salary & Benefits for EM (6x7)	9. Est EM Travel Costs
Name: Michael Shoe		······	<u> </u>	-		
Position: Emergency Management Coordinator	95,123.86	31,598.76	126,722.62	100%	126,722.62	
Name: Shantelle Brannon						
Position: Deputy Emergency Management Coordinator	78,454.48	27,910.13	106,364.61	100%	106,364.61	
Name: Aubury Holmes		<u></u>				
Position: Emergency Management Specialist	72,148.18	26,522.13	98,670.31	100%	98,670.31	
Name: Kyle McKnight						
Position: Emergency Management Specialist	70,266.30	26,100.19	96,366.49	100%	96,366.49	
Name:						
Position:			0.00		0.00	
Name:						
Position:			0.00		0.00	
Name:						
Position:			0.00		0.00	
A. SUBTOTAL		2000年11月1日		Kalas Ay	428,124.03	0.00

10. PART-TIME EMPLOYEES	11. % of	12. Gross	13. Gross	14. Gross	15. %	16. Salary &	17. Est EM
	Full Time	Annual Salary	Annual	Salary &	Work in	Benefits for	Travel Costs
			Benefits	Benefits	EM Duties	EM (14x15)	
				(12+13)		' '	1
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:					<u> </u>		
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:							
Position:]		0.00		0.00	
Name:							
Position:			1	0.00		0.00	
	B. SUBTOTAL:	對於於古古及私	计数点提	HIMORES SACRA	140,409.	0.00	0.00
						18.	19.
					TOTAL:	428,124.03	0.00

CERTIFICATION: I certify that no individual listed above holds an elected office.	
Signature of Authorized Official:	
Printed name of Authorized Official: Bill Gravell, Jr.	
Date Signed:	

TDEM-66

Page 1 of 1

FISCAL YEAR 2020 APPLICATION FOR FEDERAL ASSISTANCE

(Instructions on Reverse)

							·
EMERGENCY MANAGEMENT		FDA NUMBER: 2 APPLICA STATUS 97.042 New Applicant Renewal					
3. FEDERAL FISCAL YEAR: FY 2020		4. OC			_	5. END DATE: SEPTEMBER 30, 2020	
APPLICANT INFORMA	TION						
a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17):			(as b. Name & Telephone Number(s) of Emergency Management Coordinator:				
Williamson County Offi Management	ce of Emerge	ency	Michael	l Shoe, ((512) 8	64-826	7
c. Mailing Address: 911 Tracy Chambers Lane Georgetown, TX 78626 Employer Identification Number/Tax ID# 746000978				iysical Ad Address)		different	from Mailing
	:				, , , , , , , , , , , , , , , , , , , ,		
EMPG PERSONNEL SU	IMMARY (incl	ude only those	e staff that v	will be pai	d with E	MPG fur	nds)
e. Number of EMF	'G Staff & Per	centage of Tir	ne Worked	in Emerge	ency Ma	nagemei	nt Duties
	# Staff	Percent	# Staff	Percei		Staff	Percent
1) Full Time;	4	100		1 0.00.			Torocit
i) run rane.	4	100		 			
n) Dort Tirr						·	
2) Part Time							
Total Number of EMPG-I		nnei:					
ESTIMATED EXPENSE	 						:
f. Salary & Benefi						\$428,124.	03
g. Travel Expense			66)			\$ 0.00	
h. Other Expenses i. Total Expenses		on reverse)				\$ 32,398.00	
j. Federal Share						\$ 467,309.03 \$ 233,654.52	
j. Todorai Oriai e	(1 X .00)					Ф 233,054	.52
Note: If you cannot meet the cash match requirement, check the box below and attach a match proposal as specified in Section 2 of the Local Emergency Management Performance Grant Guide. TDEM must review and approve any exceptions made to the cash match requirement at the time of application. Cash Match Exception Requested CERTIFICATION: I certify that to the best of my knowledge and belief this application and its							
attachments are true and correct.					ч по		
k. Typed Name of		fficial: Bill	Gravell, Jr.			···	
I. Title of Authorize	ed Official:		liamson Cou	ntv Judge			
m. Original Signatu Official:							
n. Date Signed:							

INSTRUCTIONS

- 1. Except as indicated below, entries are self-explanatory.
- 2. Item A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17).
- 3. Item E: indicate both the number of full-time and part-time employees who work specific percentages of time in emergency management duties. Example 1: 1- staff @ 100 percent, 2- staff @ 50 percent. Example 2: indicate the number of part-time employees. Include only staff members whose salary and benefits are supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66). Item K, L, & M: This form must be signed by the Authorized Official indicated on the TDEM 17B. Authorized Officials are County Judges, Mayors, and City Managers- NOT Emergency Management Coordinators.

OTHER ALLOWABLE EXPENSES:

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, Cost Principles for State. Local, and Indian Tribe Governments. Salaries and expenses for elected officials are not allowable under the EMPG grant. Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9c on the front of this form. To determine if an expense is allowable under the EMPG program, refer to the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list#

Please reference the appropriate Authorized Equipment List (AEL) for expenses listed below:

AEL Code	Specific Description of Expense (Descriptions must be specific – do not use broad or general categories, such as operating or administrative expenses)	Estimated Amount
04AP-09-ALRT	Quickseries Publishing	\$ 6,023.00
06CC-04-SADS	Satellite Service	\$ 8,000.00
04AP-06-PMOD	PEAC	\$ 18,375.00
·····		
		····
	Total	\$ 32,398.00

FY 2020 EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Williamson County
Staff Member Name	Michael Shoe
Position Title	Emergency Management Coordinator
Description Prepared By	Kyle McKnight
Date Prepared	01/06/2020
	JOB DESCRIPTION
Current Joi	Description Attached See Below
A. Provide a general description	on of the duties performed by this staff member.
See attached	
B. If this staff member perform	s both emergency management duties and other duties, identify the specific
emergency management du	uties performed.
	·

Williamson County Job Description Dept: Emergency Management

Job Title: Director FLSA: Exempt Pay Grade: 36 Effective Date: 10/17

JOB SUMMARY:

Develops, coordinates, implements, manages and monitors the Williamson County Emergency Operations Plan and Local Emergency Planning Committee to meet local, state and federal requirements. Works with other departments and agencies to prepare for emergencies. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations. Represents Williamson County on local, regional and state emergency management issues. Coordinates response and recovery activities during disasters.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of two emergency management coordinator-related job classifications within the Emergency Services/Emergency Management job family. This classification supervises the emergency management program. This classification is distinguished by the incumbent's focus on the emergency management program being coordinated, rather than having responsibility for the entire work unit. This classification requires a flexible work schedule to meet the needs of the department. This classification requires a flexible work schedule during a state of emergency.

DUTIES AND RESPONSIBILITIES:

- Coordinates development and implementation of departmental and countywide emergency option plans. Coordinates
 initial and ongoing assessments of risks and services necessary to assure that any interruption of county services is
 minimized.
- Coordinates development of internal emergency operating procedures and action plans. Manages the test plan elements and disaster exercises.
- Facilitates involvement of regional and county agencies in coordinating and planning committees for disaster preparedness, response and recovery.
- Develops and monitors department annual budget, including grants.
- Responds to Emergency Operations Center when notified of emergency conditions. Directs the response and recovery efforts of Travis County during disasters. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations.
- Attends training programs, including required and optional courses. Provides emergency management training to departments and other agencies. Represents the County at various meetings with other agencies.
- · Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Bachelor's degree in Emergency Management, Public Administration, Business Management, Criminal Justice or a directly related field AND five (5) years of directly related, increasingly responsible managerial experience in the public safety field that may include emergency management, fire service, law enforcement, or emergency medical services, industrial safety, business or government continuity planning or a related field, including three (3) years of mid- to senior level supervisory or management experience; OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:

Valid Texas Driver's License, NIMS Training for Command/General Staff, FEMA PDS

Preferred:

Certified Emergency Manager – IAEM, Texas Emergency Manager – EMAT, Master Exercise Practitioner – FEMA, ICS Instructor – FEMA, Experience with WebEOC, TRRN, SPARS, CAMEO-Aloha-Marplot, Non-Tobacco User

Page 1 of 3 05/30/13

Williamson County Job Description Dept: Emergency Management

Job Title: Director FLSA: Exempt Pay Grade: 36 Effective Date: 10/17

MINIMUM QUALIFICATIONS: (Cont.)

Knowledge, Skills, and Abilities:

Knowledge of:

- Public administration and governmental agencies.
- Legislative process.
- National Incident Management System.
- Principles of emergency management administration.
- Policies, practices, procedures and terminology.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Standard business management theory, principles, practices and techniques.
- Management and supervisory principles, practices and techniques.
- Budgetary and fiscal process.
- Online computer searching.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Researching and analyzing emergency management related issues.
- · Supervising others, including team building.
- · Meeting emergencies.
- · Research, analysis, compiling, preparing and presenting technical data/information and reports.
- Explaining complicated technical problems in simple non-technical language.
- Facilitating cooperative group decision making among diverse organizations and individuals.
- Planning and organizing work assignments.
- Problem solving and decision-making.
- Public speaking and content delivery.
- · Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Supervise work of staff members.
- Communicate effectively.
- Function calmly, effectively, and decisively in emergency situations.
- Plan, assign, supervise and review the work of subordinates.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, news media and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include lifting/carrying up to 20-50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, and basic office equipment. Subject to standing, walking, sitting, repetitive motion, lifting, carrying, crouching/crawling, vision to monitor, pushing, and stooping/kneeling to perform the essential functions. Subject to stressful environment and client and customer contact for extended periods of time. Subject to All-Hazards Environments to include but not limited to; contact with communicable diseases, bodily fluids, radiation, hazardous materials, fire, or other objects/elements capable of causing injury, illness, or death.

Page 2 of 3 05/30/13

Williamson County Job Description Dept: Emergency Management

Job Title: Director FLSA: Exempt Pay Grade: 36 Effective Date: 10/17

SIGNATURES—REVIEW AND COMMENT:

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

	Signature of Employee	Date
Sr. Director Emergency Services		
Job Title of Supervisor	Signature of Supervisor	Date
	*	
Sr. Director Emergency Services		
Job Title of Supervisor	Signature of Department Head	Date

Comments:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

Page 3 of 3 05/30/13

FY 2020 EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Williamson County
Staff Member Name	Shantelle Brannon
Position Title	Deputy Emergency Management Coordinator
Description Prepared By	Kyle McKnight
Date Prepared	01/06/2020
	JOB DESCRIPTION
Current Jol	b Description Attached See Below
A. Provide a general description	on of the duties performed by this staff member.
See attached	
B If this staff member perform	s both emergency management duties and other duties, identify the specific
emergency management du	ities performed.

TDEM-68 11/2019

Dept: Emergency Management

Job Title: Deputy Director

FLSA: Exempt

Pay Grade: 34

Effective Date: 10.16

JOB SUMMARY:

- Performs general administration and technical work in the planning, coordination, development, facilitation, training, education and operations that meet the goals, objectives and strategies of the Williamson County emergency management program.
- Coordinates tactical and functional response and recovery plans in accordance with local, state and federal regulations.
- Facilitates the effective and efficient operation of the emergency management program.

ESSENTIAL DUTIES:

- Assists in development, maintenance, and exercising of the Williamson County Emergency Operations Plans (EOP) and Continuity of Operations Plans (COOP).
- Identifies and acquires the necessary tools, equipment, software, or maintenance of the facility, emergency operations center, and/or response vehicles to ensure the highest level of readiness.
- Assists annually in the publication of an approved Threat Hazard Identification Risk Assessments (THIRA) for natural, technological and man-made hazards.
- Maintains compliance with state and federal grant asset inventory requirements to include the annual inventory certification process.
- Maintains a comprehensive resource inventory of response assets to include those countyowned or available through mutual aid or other contract.
- Consults with staff of local governments, schools, hospitals, and other institutions in order to develop information sharing that will inform needs and capabilities in the event of a natural disaster or other emergency.
- Assists in the creation and maintenance of pre-disaster operational response plans and service contracts relating to debris management, mass fatality response, etc.
- Assists in the development of all-hazards mapping and other related geospatial tools to aid or enhance emergency operations and/or evacuations response planning.
- Consults with staff of local governments, schools, hospitals, and other institutions in order to develop operational capabilities in the event of a natural disaster or other emergency.
- Facilitates comprehensive training programs for the incident management team, command group and other emergency operations center staff and assist with enhanced emergency operations center tasks.
- Maintains composure and handles extremely stressful crisis situations in a calm, reassuring and efficient manner.
- Assists in the development and execution of required disaster/emergency exercise program for Williamson County and the CAPCOG region.
- Assists in the development and execution of public outreach programs for the residents of Williamson County with the primary emphasis on those residing in areas covered by the department's emergency management plan as prescribed by the state.
- Fulfills the duties of the EMC in his/her absence.
- Represents the County at various meetings with other agencies.
- Establishes and maintains effective working relationships with County employees, public officials, and representatives of outside agencies.
- Functions under the delegated authority of the County Judge, as defined in Chapter 418 or the Texas Government Code, and direction of the EMC.
- Readily complies with departmental and countywide policies and procedures.
- Responds to the EOC or incident scene when required to facilitate incident operations.

Dept: Emergency Management

Job Title: Deputy Director

FLSA: Exempt

Pay Grade: 34

Effective Date: 10.16

- Deploys and operates all systems on the 38' Command Bus to include all post deployment clean-up.
- Attends and completes all required education courses as assigned by the EMC or required by State and Federal Agencies.
- Performs other duties as required.

PHYSICAL DEMANDS:

- Physical requirements include lifting/carrying up to 60 pounds occasionally.
- Must be able to bend, stoop, crawl, and climb.
- Must be able to stand for extended periods of time.
- Must be able to work extended hours (16+) during emergencies.
- May work in inclement weather, including extreme heat and cold.
- Must be able to deal with constant contact with the public under duress, read and compose complex documents in a rapid manner.
- Ability to work with and under the direction of other agencies during regional emergency response incidents.

ENVIRONMENTAL FACTORS:

- · May work in all weather conditions, including extreme heat and cold, rain, snow, etc.
- Must be able to safely operate emergency vehicles in all road and traffic conditions.
- Williamson County has adopted a Tobacco-Free Workplace policy. This policy prohibits smoking or use of any tobacco product on Williamson County premises. Williamson County and Cities Health District offers a smoking cessation program, free to all employees and spouses.

MINIMUM QUALIFICATIONS:

- Education and experience equivalent to: Bachelor's degree in Emergency Management, Public Safety, or related field; and four (5) years increasingly responsible experience in Emergency Management, strategic planning, research, project management, and program development.
- Complete the Criminal Justice Information Systems (CJIS) Training for less than full-access within 60 days from the employment.
- Proficiency in MS Office software programs to facilitate the creation of plans, reports, spreadsheets, and presentations.
- Proficiency in technical writing knowledge, skills, and abilities needed to develop plans, reports, presentations, and other EM related documents.
- The successful completion of FEMA's Advanced Professional Series (FEMA APS) within 9 months from employment start date.
- Must demonstrate excellent oral and written communication skills.
- Must have the ability to speak to large public meeting, present EM related information to Local, State, and regional EM practitioners.
- Must be able to function calmly, effectively and decisively in emergency situations.
- Must have knowledge of budgetary and business planning processes.
- Working Knowledge of State and Federal regulatory or administrative requirements and practices.

Dept: Emergency Management

Job Title: Deputy Director

FLSA: Exempt

Pay Grade: 34

Effective Date: 10.16

- Successful completion of FEMA courses 100, 200, 300, 400, 700, 800 prior to start date.
 Must submit completion certificates prior to first date of employment.
- Must possess a valid Texas driver's license within 30 days of hire.
- Ability to respond to emergencies at night or on weekends. Issued County vehicles are required to remain in the County limits.
- Must maintain a satisfactory Motor Vehicle Record.

EMPLOYMENT TESTING:

 Employment is contingent upon passing post-offer, pre-employment, and periodic drug testing and comprehensive criminal background investigations including finger printing.

PREFERRED REQUIREMENTS:

- Certified Emergency Manager IAEM or state equivalent
- Emergency Services Field Command Level Experience
- Master Exercise Practitioner FEMA
- ICS Instructor FEMA
- Software Program Experience: WebEOC, CAMEO-Aloha-Marplot, PEAC Software, Mapping Software, Emergency Notification Software

IRREGULAR HOURS:

- Essential Personnel for Emergency Situations, On-call Rotation, Command Vehicle Deployment, or general incident scene support.
- As requested or required by the EMC.

ORGANIZATION RELATIONSHIPS:

- Reports directly to Emergency Management Coordinator
- Direct Reports- N/A
- Number of Direct Reports- 0

FAIR LABOR STANDARDS ACT (FLSA) STATUS:

Exempt (Salary)

Dept: Emergency Management

Job Title: Deputy Director

FLSA: Exempt

Pay Grade: 34

Effective Date: 10.16

SIGNATURES—REVIEW AND COMMENT:

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

	Signature of Employee	Date
Emergency Management Coordinator		
Job Title of Supervisor	Signature of Supervisor	Date
Sr. Director of Emergency Services		
Job Title of Division Director	Signature of Division Director	Date

COMMENTS:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

FY 2020 EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Williamson County
Staff Member Name	Aubury Holmes
Position Title	Emergency Management Specialist
Description Prepared By	Kyle McKnight
Date Prepared	01/06/2020
	JOB DESCRIPTION
	Description Attached See Below
A. Provide a general description	on of the duties performed by this staff member.
See attached	
B 1500	
emergency management du	s both emergency management duties and other duties, identify the specific
emergemen management de	nice portormou.
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TDEM 60	

TDEM-68 11/2019

Dept: Emergency Management

Job Title: EM Specialist

FLSA: Exempt

Pav Grade: B.30

Effective Date: 10/17

JOB SUMMARY:

Under the direction of the Deputy Director, performs both operational and non-operational duties in support of the County's comprehensive emergency management program addressing all-hazards.

ESSENTIAL DUTIES:

Preparedness / Planning

- Assists in the development and maintenance of the County's emergency operation plans
- Serves as the Information Coordinator for the Williamson County LEPC
- Maintains Tier II Data with annual validation
- Develops site specific all-hazards response plans
- · Assists with assigned grants or grant programs
- Assists with the County's training and exercise program, including all AAR/IP processes.
- · Assists with the County's public outreach and education program
- Participates in assigned local or regional planning groups/committees/taskforce

Response / Operations

- · Responds to all-hazards situations to perform support activities in the EOC or on-scene
- Deploys assets and equipment necessary to support on-scene operations
- Maintains operational readiness of the EOC and response assets.
- Develops disaster maps and situational reports during and post-incident, as needed
- · Coordinates amateur radio operations during exercises and incidents

Recovery

- Assists in County-wide damage assessments, data collection, and reporting
- Assists with disaster recovery process for the County project

Mitigation

- · Performs site specific THIRA to document capabilities, identify gaps, and propose mitigation strategies
- Assists with hazard mitigation plan development and implementation

PHYSICAL DEMANDS:

- · Must be physically able to operate a variety of office and response equipment
- · Must be able to operate vehicles in all types of weather and emergency response conditions
- . Must be able to exert up to 50 lbs. of force occasionally and/or up to 25 lbs. of force frequently
- Tasks may require lifting, reaching, walking on uneven and challenging terrain, bending, squatting, stooping, climbing, crawling, or standing for prolonged periods of time.

Dept: Emergency Management

Job Title: EM Specialist

FLSA: Exempt

Pay Grade: B.30

Effective Date: 10/17

ENVIRONMENTAL FACTORS:

- Work consists of a combination of indoor and outdoor tasks.
- Will be required to travel in poor weather conditions, walking in poorly lit or uneven terrain, exposure to hazardous weather, and operations in or near all-hazards incidents.
- Williamson County has adopted a Nicotine-Free Workplace policy. This policy prohibits smoking or use of any nicotine product on Williamson County premises. Williamson County and Cities Health District offers free nicotine cessation programs to employees and spouses.

MINIMUM QUALIFICATIONS:

Bachelor's degree from an accredited four-year college or university in any field and a minimum of (2) two years of experience in emergency management and/or emergency operations. Any combination of education from an accredited college or university in a related field and/or direct experience in this occupation, totaling six (6) years, may be substituted for the required education and experience.

EMPLOYMENT REQUIREMENTS:

- Employment is subject to a comprehensive pre-employment background investigation and is conditional pending results.
- Must possess, or have the ability to obtain and maintain, a valid Class B TX DL within 6 months of hire date.
- Successful completion of ICS 100 400, IS-700 NIMS and IS-800.B NFR are required within 6 months.
- Successful completion of the FEMA Emergency Management Institute Professional Development Series (PDS) within 12 months of hire.
- Complete the initial Criminal Justice Information System (CJIS) "Less than full access" training and documentation, and renewals per CJIS guidelines.

EMPLOYMENT TESTING:

 Employment is contingent on passing pre-employment and periodic drug testing, in addition to a criminal background investigation.

PREFERRED REQUIREMENTS:

- Certification in Emergency Management
- Master Exercise Practitioner
- Field Command Level Experience
- ICS Instructor
- Experience with MS Office Suite, WebEOC, Boldplanning, CodeRed, E-grants, PEAC, CAMEO-Aloha-Marplot, mapping software, weather radar interpretation
- · Licensed amateur radio operator
- Typing speed of 45 wpm

Dept: Emergency Management

Job Title: EM Specialist

FLSA: Exempt

Pay Grade: B.30

Effective Date: 10/17

IRREGULAR HOURS:

- Work outside normal business hours (M-F 8 am to 5 pm) is common and required of the position.
- Essential Personnel for Emergency Situations, and/or as assigned to planned and unplanned events.
- Work may occur on nights, holidays, or weekends, in response to planned and unplanned events.
- Position is required to perform on-call duties as assigned.

ORGANIZATION RELATIONSHIPS:

Reports to the Deputy Director

FAIR LABOR STANDARDS ACT (FLSA) STATUS:

• Exempt (salaried)

COMMENTS:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

Page 3 of 3

12.1.09

FY 2020 EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Williamson County
Staff Member Name	Kyle McKnight
Position Title	Emergency Management Specialist
Description Prepared By	Kyle McKnight
Date Prepared	01/06/2020
	JOB DESCRIPTION
Current Jol	Description Attached See Below
A. Provide a general description	on of the duties performed by this staff member.
See attached	
<u>:</u>	
B. If this staff member performs	s both emergency management duties and other duties, identify the specific
emergency management du	ties performed.
TDEM-68	Potein a convertable plan with the first

TDEM-68 11/2019 Retain a copy of this description for future use.

Dept: Emergency Management

Job Title: EM Specialist

FLSA: Exempt

Pav Grade: B.30

Effective Date: 10/17

JOB SUMMARY:

Under the direction of the Deputy Director, performs both operational and non-operational duties in support of the County's comprehensive emergency management program addressing all-hazards.

ESSENTIAL DUTIES:

Preparedness / Planning

- Assists in the development and maintenance of the County's emergency operation plans
- Serves as the Information Coordinator for the Williamson County LEPC
- Maintains Tier II Data with annual validation
- Develops site specific all-hazards response plans
- Assists with assigned grants or grant programs
- Assists with the County's training and exercise program, including all AAR/IP processes.
- Assists with the County's public outreach and education program
- Participates in assigned local or regional planning groups/committees/taskforce

Response / Operations

- · Responds to all-hazards situations to perform support activities in the EOC or on-scene
- Deploys assets and equipment necessary to support on-scene operations
- Maintains operational readiness of the EOC and response assets.
- Develops disaster maps and situational reports during and post-incident, as needed
- · Coordinates amateur radio operations during exercises and incidents

Recovery

- · Assists in County-wide damage assessments, data collection, and reporting
- Assists with disaster recovery process for the County project

Mitigation

- · Performs site specific THIRA to document capabilities, identify gaps, and propose mitigation strategies
- Assists with hazard mitigation plan development and implementation

PHYSICAL DEMANDS:

- Must be physically able to operate a variety of office and response equipment
- · Must be able to operate vehicles in all types of weather and emergency response conditions
- · Must be able to exert up to 50 lbs. of force occasionally and/or up to 25 lbs. of force frequently
- Tasks may require lifting, reaching, walking on uneven and challenging terrain, bending, squatting, stooping, climbing, crawling, or standing for prolonged periods of time.

Dept: Emergency Management

Job Title: EM Specialist

FLSA: Exempt

Pav Grade: B.30

Effective Date: 10/17

ENVIRONMENTAL FACTORS:

- Work consists of a combination of indoor and outdoor tasks.
- Will be required to travel in poor weather conditions, walking in poorly lit or uneven terrain, exposure to hazardous weather, and operations in or near all-hazards incidents.
- Williamson County has adopted a Nicotine-Free Workplace policy. This policy prohibits smoking or use of any nicotine product on Williamson County premises. Williamson County and Cities Health District offers free nicotine cessation programs to employees and spouses.

MINIMUM QUALIFICATIONS:

Bachelor's degree from an accredited four-year college or university in any field and a minimum of (2) two years of experience in emergency management and/or emergency operations. Any combination of education from an accredited college or university in a related field and/or direct experience in this occupation, totaling six (6) years, may be substituted for the required education and experience.

EMPLOYMENT REQUIREMENTS:

- Employment is subject to a comprehensive pre-employment background investigation and is conditional pending results.
- Must possess, or have the ability to obtain and maintain, a valid Class B TX DL within 6 months of hire date.
- Successful completion of ICS 100 400, IS-700 NIMS and IS-800.B NFR are required within 6 months.
- Successful completion of the FEMA Emergency Management Institute Professional Development Series (PDS) within 12 months of hire.
- Complete the initial Criminal Justice Information System (CJIS) "Less than full access" training and documentation, and renewals per CJIS guidelines.

EMPLOYMENT TESTING:

• Employment is contingent on passing pre-employment and periodic drug testing, in addition to a criminal background investigation.

PREFERRED REQUIREMENTS:

- Certification in Emergency Management
- Master Exercise Practitioner
- Field Command Level Experience
- ICS Instructor
- Experience with MS Office Suite, WebEOC, Boldplanning, CodeRed, E-grants, PEAC, CAMEO-Aloha-Marplot, mapping software, weather radar interpretation
- Licensed amateur radio operator
- Typing speed of 45 wpm

Dept: Emergency Management

Job Title: EM Specialist

FLSA: Exempt

Pav Grade: B.30

Effective Date: 10/17

IRREGULAR HOURS:

Work outside normal business hours (M-F 8 am to 5 pm) is common and required of the position.

- Essential Personnel for Emergency Situations, and/or as assigned to planned and unplanned events.
- Work may occur on nights, holidays, or weekends, in response to planned and unplanned events.
- Position is required to perform on-call duties as assigned.

ORGANIZATION RELATIONSHIPS:

Reports to the Deputy Director

FAIR LABOR STANDARDS ACT (FLSA) STATUS:

Exempt (salaried)

COMMENTS:

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

Page 3 of 3

12.1.09

FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS			O.M.B. No. 3067-0206 Expires February 28, 2007		
FOR FY 2020	CA FOR <i>(Name of Applicant)</i> Williamson Cou	nty			
This summary s Application for	heet includes Assurances and Certifications that a Federal Assistance.	must be read, signed, and submi	tted as a part of the		
An applicant mu	ist check each item that they are certifying to:				
Part I X	X FEMA Form 20-16A, Assurances-Nonconstruction Programs				
Part II	FEMA Form 20-16B, Assurances-Construc	FEMA Form 20-16B, Assurances-Construction Programs			
Part III X	FEMA Form 20-16C, Certifications Regard Debarment, Suspension, and Other Respons Matters; and Drug-Free Workplace Requir	sibility			
Part IV	SF LLL, Disclosure of Lobbying Activities	(If applicable)			
Bill Gravell, J	r. I Name of Authorized Representative	County Judge	Title		
	•				
Sign	ature of Authorized Representative	Da	te Signed		
transaction, the a into any lower the from participation	ng the certification regarding debarment, suspens applicant agrees that, should the proposed covere er covered transaction with a person who is deba on in this covered transaction, unless authorized b licant further agrees by submitting this application	ed transaction be entered into, it rred, suspended, declared inelig by FEMA entering into this tran	shall not knowingly enter ible, or voluntarily excluded saction.		
Regarding Debar the FEMA Regio	rment, Suspension, Incligibility and Voluntary Exnal Office entering into this covered transaction, tions for lower tier covered transactions. (Refer	sclusion-Lower Tier Covered Tr without modification, in all low	ansaction," provided by		
	Paperwork Burder	n Disclosure Notice			
inancial resourcesend comments o: Information (Paperwork Redu	burden for this form is estimated to average 1.7 es expended by persons to generate, maintain, regarding the burden estimate or any aspect of the collections Management, Federal Emergency Marction Project (3067-0206). You are not required to be appears in the upper right corner of this for	etain, disclose, or to provide inf he form, including suggestions nagement Agency, 500 C Street, o respond to this collection of i	ormation to us. You may for reducing the burden SW, Washington, DC 20472, nformation unless a valid		

address.

FEDERAL EMERGENCY MANAGEMENT AGENCY ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of

- alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
- 19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- 4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

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- 11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
- 12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.
- 14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
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- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

- 20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
- 21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
- 22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
- 23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- 24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- 25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEDERAL EMERGENCY MANAGEMENT AGENCY CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

- A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions:
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached. (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of ar had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making faise statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federai, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public t ransactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

- A. The applicant certifies that it will continue to privide a drugfree workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug free awareness program to inform empoyees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace:
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

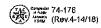
Georgete	own, Williamson County, TX 78626
Check _	if there are workplaces on file that are not identified here.
	.630 of the regulations provide that a grantee that is a State
	to make one certification in each Federal fiscal year. A copy
	nould be included with each application for FEMA funding. I State agencies may elect to use a Statewide certification.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Approved by OMB 0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	3. Report Type: a. initial filing b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, <i>if known</i> : 6. Federal Department/Agency:	Congressional District, if known: 7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known:
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be	Signature: Print Name: Title:
available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.: Date:
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Direct Deposit Authorization This form may be used by yendors, Individual recipients

For Co	omptroller's Use	Only

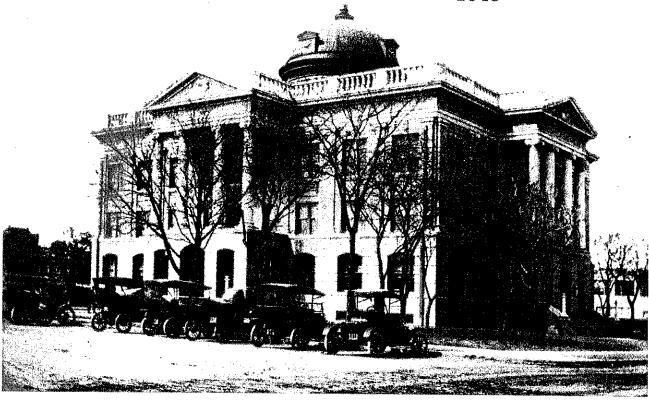
	from the state of Texas by direct deposit or to	i recipien change/	ts or state cancel ex	employe isting dire	ees ect	s to receive payi deposit informa	ments ation.			
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SECTION 2	Payee type ☐ State employee ☐ Vendor or other recipient Payee name ☐ Texas Identific ☐ Employer Iden ☐ Social Security	tification N	lumber (El	N)			tification Number (IT	`	Mail code leave blei	(If not known, nk.)
SECT	Williamson County						Phone number		ext	
	Mailing address 710 Main Street Suite 105	City	***************************************	Georg	je	town	State TX	ZIP	code 78	626
Ne	w Account Information (Setups and C	hanges)	(Comple	tion by fir	ar	ocial institution is	s recommended.)	·····	//////////////////////////////////	***************************************
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Exi	isting Account Information (Changes (Only)								
SEC 4	Rouling transit number (9 digits) (Customer acc	ount number (maximum 17 d	char	acters)			of account hecking	Savings
Inte	ernational Payments Verification (requi	red)						.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************	***************************************
SEC 5	Will these payments be forwarded to a financial in If "YES," also complete the ACH (Direct Deposi	stitution o	utside the l nt Destinati	United Station Confirm	tes 1ati	? on (Form 74-227)		☐ Y	'ES	₩ ио
Au	thorization for Setup, Changes or Can	cellatio	n <i>(requir</i> e	d)	*******		**************************************		<i></i>	79999999999999
	I authorize the Texas Comptroller of Public Account understand that the Texas Comptroller of Public of Further understand that the Texas Comptroller of rules. (For further information on these rules, place)	Accounts v Public Acc	vill reverse counts will	any paym comply at a	ien [.] all l	ts made to my act times with the Nat	count in error.			ĺ
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SECTION	ext. Agency name	***************************************		43/80/64	***************************************					
	Commenta									

2020 TRAVEL POLICY CERTIFICATION

Jurisdiction Name:	Williamson County
	Check one of the two blocks below
requesting State of T Texas Co	ediction has no qualifying travel regulations. EMPG participants of reimbursement for travel expenditures will do so in accordance with exas travel regulations and reimbursement rates as published by the mptroller of Public Accounts. State travel regulations are available at accounts.
	OR
EMPG pa	liction has its own qualifying travel policy, a copy of which is attached. ticipants requesting reimbursement for travel expenditures will do so in the with that policy.
Name of Grant Financia (Printed or Typed) Original Signature of G	Jerri Drus
Officer	ant Financial
 Date Signed	12-18-19



1848



Employee Policy Manual

Expenditure Guidelines

AMERICAN CONTRACTOR CO	
Туре	Policy
Continuing Education & Training	 If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification The funds for these items must be available in the departments training budget
Tuition Reimbursement	 The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees The training class/work must provide the skills and/or knowledge that is directly related to the job description A copy of the job description and the course/certification description must be submitted with the approval request The funds for these items must be available in the appropriate department's training budget If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year After completing the course(s)/testing and achieving a passing grade, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university
Off-Site Staff Development	 Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert Off-site staff development is limited to once per fiscal year, per department/division The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee) A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required)
Seminars & Conferences	 All training should be obtained at the closest possible location If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund Only job related training will be processed for payment An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing Employees will not be reimbursed for registration fees until after the conference/training has taken place A receipt is required for all fees related to the conference/training

	Expenditure Guidelines
Type	Policy
	 Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required) Airfare will be paid directly to the travel agency or airline
Airfare	 Airfare purchased on a personal credit card will be reimbursed after the trip has been completed Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging
	 The County will not issue reimbursements for tickets purchased with frequent flyer miles A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable
	Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation
	Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed) Renting cars for travel within the County is prohibited unless otherwise approved by the Auditors Office An employee may rent a car to travel to the business declination activide to a County of the county is a car to travel to the business declination activide to a County of the county is a car to travel to the business declination activide to a County of the county is a car to travel to the business declination activide to a car to travel to the business declination activide to the county is a car to travel to the business declination activide to the county is a car to travel to the business declination.
Car Rental	• An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required
Marian Name	Many car rental companies charge extra if the car is returned with out a full tank, these charges must be avoided The rental agreement and the charge card receipt (if applicable) must be turned in with the
	Expense request Insurance purchased when renting a vehicle may also be reimbursed Additional modes of ground travel will not be reimbursed
And the state of t	A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal)
	 Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a relmbursement equal to the standard mileage rate allowed by the IRS
	• For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to a alternate work location
	 Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour)
	 Reimbursement for mileage will not exceed the cost of round trip coach airfare, a cost comparison between mileage and airfare may be required
	Reimbursement for mileage is prohibited between place of residence and usual place of work Mileage about the religious of the second
Personal Car Usage	 Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar
<u> </u>	• When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement
	• To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per
	IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled
	• Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement
	Airport parking fees are limited to \$15 per day (ABIA economy lots B-G are least expensive)
	It is the responsibility of the employee to keep track of mileage
	Employees assigned to a County vehicle are not eligible for mileage reimbursement
	Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and
المراني وهارجو بيد المنتفسيين المالا	collision damage) are not reimbursable
	 Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 Government rate or least expensive rate should be requested at all times
Lodging	Hotel accommodations require an itemized hotel folio as a receipt When lodging is shared by two or more employees, the names of the authorized travelers should be
	noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursable • Single room rate charge plus any applicable tax is reimbursable, no exceptions

	Expenditure Guidelines
Type	Policy
Meals	 The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County Meal reimbursements are limited to a maximum of \$50.00 per day \$20.00 for meals when traveling outside the County for day trips \$20.00 for meals on day of return for overnight travel (unless returning after 8pm) \$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required) If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$50.00 overnight allowance for meals, lodging will not be reimbursed \$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required)
	 Meals during day trips cannot be charged to the PCard except in certain cases, approved in advance by the Auditor All meals not associated with an overnight stay are taxable Meal receipts are not required for per-diem, unless requested by the supervisor or department head Alcoholic beverages are not reimbursed Tips should be reasonable and should be included in the \$20.00 or \$50.00 meal allowance If employment duties require traveling to alternate work locations within the County, meals are not reimbursable Meals purchased for entertainment/business purposes are not allowed Meal reimbursements are paid for County employees only
General Travel Information	 An advance will not be issued for travel expenditures All travel expenses must be supported with an itemized receipt Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. Reimbursement for transportation costs will be at the most reasonable means of transport. The County will not reimburse airfare prices if they are higher than the cost of mileage reimbursement Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or cancelling a flight, cancelation fees related to lodging, or unused travel arrangements
가장 살아 있는데 가는 것이 없다.	[마양 의 회사에 다른 경우 전문 경우 그는 그렇게 다른 그는 그는 이번 이번 가는 그는 그 중요한 경우를 보고 있다는 그를 가게 하면 하는 것이 되었다. 그는 그를 가는 그를 가는 그를 가는 것이 되었다.

Commissioners Court - Regular Session

Meeting Date: 01/14/2020

Master Service Agreement for Emergency Response Property Damage Restoration

Submitted For: Randy Barker Submitted By: Kerstin Hancock,

Purchasing

18.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Master Services Agreement with Blackmon Mooring of Austin, Inc. for Emergency Response Property Damage Restoration as per BuyBoard Contract #591-19 and approving execution of all associated documents.

Background

This master service agreement includes document, books, vital records recovery, and restoration services caused by fire, water, smoke etc., reconstruction, moisture control, microbial remediation, HVAC decontamination & cleaning, debris removal & demo, electronic restoration and telecommunications recovery, industrial equipment restoration, media recovery and project management in case of emergencies. There is no not-to-exceed amount in this agreement as this is for Emergency Situations. Department contact is Dale Butler, Funding source: 01.0100.0509.004500.

Fiscal Impact

|--|

Attachments

County Addendum

Buyboard proposal docs

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 01/08/2020 05:08 PM County Judge Exec Asst. Andrea Schiele 01/09/2020 08:48 AM

Form Started By: Kerstin Hancock Started On: 01/06/2020 12:15 PM

Final Approval Date: 01/09/2020

COUNTY ADDENDUM FOR SERVICES CONTRACT (Emergency Response Property Damage Restoration)

(BUYBOARD CONTRACT #591-19)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Blackmon Mooring of Austin, Inc. (hereinafter "BLACKMON MOORING"). Customer agrees to engage BLACKMON MOORING as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

<u>Incorporated Documents</u>: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Blackmon Mooring Emergency Response and Service Contract;
- B. Williamson County Contract Addendum;
- C. BuyBoard Contract #591-19; and
- D. Any necessary insurance certificates.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

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

III.

<u>Compliance with All Laws</u>: BLACKMON MOORING agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

<u>Good Faith</u>: BLACKMON MOORING agrees to act in good faith in the performance of the contract relevant to this addendum.

\mathbf{V} .

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

VI.

<u>Termination for Convenience</u>: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: BLACKMON MOORING agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any

and all books, documents, papers and records of BLACKMON MOORING which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. BLACKMON MOORING agrees that Customer shall have access during normal working hours to all necessary BLACKMON MOORING 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 BLACKMON MOORING reasonable advance notice of intended audits. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

<u>Mediation</u>: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

IX.

<u>Not Applicable</u>: Section 8.1.1 of the Blackmon Mooring Emergency Response and Service Contract is deleted as not applicable to this contract.

X.

Revised: Section 11.1 of the Blackmon Mooring Emergency Response and Service Contract is revised by adding the phrase "To the extent authorized under Texas law," to the beginning of the first sentence.

XI.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

BLACKMON MOORING:

Authorized Signature
Date:_______, 2020

Authorized Signature
Date:_______, 2020



Response Service Agreement

Corporate Headquarters • 5718 Airport Frwy • Haltom City • Texas • 76117 Local Address: 2251 Picadilly Dr., Ste. C320 • Round Rock • Texas • 78664 24 Hour Line (877) 730-1948 • (512) 730-4267 • Fax (512) 835-2140

Intending to establish procedures for expeditiously contracting for response services, Customer and Blackmon Mooring of Austin, LLC or an affiliate ("BLACKMON MOORING") agree to the provisions set forth below.

Orderii	ng Service	
◊	In the event of a loss, Customer shall call BLACKMON 730-1948 or their Account Manager (per instructions requested and location.	MOORING'S 24-hour emergency response number at 877-developed), and identify the general scope of services
◊	of services required and BLACKMON MOORING'S res	nager will contact Customer to make a preliminary assessment sponse. If Customer wishes BLACKMON MOORING to CKMON MOORING will dispatch a representative and/or
◊		tion" ("AWA") on the form attached as Exhibit A. Upon to respond immediately, BLACKMON MOORING will work outlined in the AWA.
◊	Work performed under an AWA will be billed at the atta BLACKMON MOORING Rate Schedule which will be Customer agrees to pay invoices within twenty-one (21)	supplied at the time of the loss, or at unit rate pricing.
♦		rmed and pricing, BLACKMON MOORING and Customer ork that lists in detail the work to be performed, pricing and es.
BLACK	reement does not expire unless cancelled by either par MON MOORING are contractually bound only to the d. In the absence of a new Service Contract at the time	ety with 30 days notice. However, Customer and e extent AWA's or Service Contracts are issued and e of the loss, the terms and conditions of the AWA is as
CUSTO	MER:	Correspondence goes to the attention of:
Address	s:	Name:
Telepho	TIO.	Address:
Facsimil		Telephone:
e-mail:		Facsimile:
PROPE	RTY LOCATION:	
This Res	ponse Service Agreement is entered into on	, 2020 by and between Blackmon Mooring of
	LLC, a Texas Limited Liability Company or an affiliate a	and Williamson County, TX ("Customer"), a
icoued on	. This Agreement, its terms accepted under this agreement. Agreed to and accepted	s and conditions, and all attachments, shall apply to all orders
issuca ai	in accepted under this agreement. Agreed to and accepted	· ·
CUSTON		BLACKMON MOORING
Signature: Name:		Signature: Name:
Title:	·	Koong picked
		Title:

©2010 Blackmon Mooring

2251 Picadilly Dr., Ste. C320 Round Rock, Texas 78664

24-Hour Hotline (877) 730-1948

EMERGENCY RESPONSE AND SERVICE CONTRACT

This Emergency Response and Service Contract (the "Contract") is made and entered into as of , by and between BLACKMON MOORING OF AUSTIN, LLC, a Texas corporation ("BLACKMON MOORING"), and , a corporation/limited liability company (the "Customer"), with its principal place of business at .

BACKGROUND

BLACKMON MOORING is engaged in the business of, among other things, providing large scale commercial and industrial property damage restoration services following catastrophic events, such as fires, floods, earthquakes, and hurricanes.

Customer is the owner (or landlord/manager) of certain Property (described in attached Exhibit I) that may some day be damaged by one or more catastrophic events and Customer may in the future request that BLACKMON MOORING provide it with certain services to help restore the Property.

BLACKMON MOORING and Customer desire to establish in advance the terms, conditions and procedures for contracting for emergency response services in an expeditious manner.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which both BLACKMON MOORING and Customer acknowledge Customer and BLACKMON MOORING agree as follows:

ARTICLE 1- EMERGENCY RESPONSE

- 1.1 In the event of a loss, Customer shall call its **Account Manager (per instructions developed)**, or BLACKMON MOORING's 24-hour emergency response number at **877-730-1948**, and identify the general scope of services requested and location.
- 1.2 Within one (1) hour, a Regional Project Manager shall contact Customer to make a preliminary assessment of services required and BLACKMON MOORING's response capabilities. If Customer wishes BLACKMON MOORING to proceed, and BLACKMON MOORING can do so, BLACKMON MOORING will dispatch a representative to the location of the loss or take such other measures as are reasonably necessary to prepare a detailed proposal to perform services.
- 1.3 Should Customer want emergency/interim services performed while a formal proposal is being prepared, Customer may issue an "Advanced Work Authorization" ("AWA") on the form enclosed as Exhibit J. Upon receipt of the AWA, BLACKMON MOORING will accept the AWA, mobilize resources and commence the work outlined in the AWA.

Emergency Response and Service Contract Revised 08/25/06

- 1.4 This Agreement contains the terms and conditions for all AWAs.
- 1.5 Work performed under an AWA will be billed at the then prevailing BLACKMON MOORING/BMS CAT Time and Materials Rate Schedule. The Current Rate Schedule is attached to this Agreement as Exhibit C (and may be amended from time to time in the future). Written notice of the change in rates and a copy of the new rates will be provided with 30 days notice, not to exceed once annually.
- 1.6 Customer agrees to pay invoices issued under an AWA within fourteen (14) days.
- 1.7 Upon agreement of the full scope of services to be performed and pricing, BLACKMON MOORING and Customer may execute a Work Order in the form of attached Exhibit A, including a Scope of Work that lists in detail the work to be performed, pricing (if different from the Rate Schedule) and any other special terms and conditions between the parties. When the Work Order is subsequently executed, its terms and rates, to this extent different from those in the AWA, shall apply. Otherwise, the terms of this Contract shall cover all Work Orders.
- 1.8 This Contract does not expire unless cancelled by either party with thirty (30) days written notice.

ARTICLE 2- THE WORK

- 2.1 By executing a Work Order (Exhibit A) or Advanced Work Authorization (Exhibit J), Customer requests and BLACKMON MOORING agrees to provide all labor, materials and equipment reasonably necessary to complete the described work (the "Work"). Any changes to this Contract and to the Work may only be made by written modifications signed by Customer and BLACKMON MOORING pursuant to Article 9, below.
- 2.2 In the performance of the Work, BLACKMON MOORING shall report and respond solely to Customer and shall take Customer's direction and authorization only from Customer. With the exception of emergency situations, BLACKMON MOORING and Customer shall communicate with each other only through their respective employees. If the Customer so chooses, it may designate in writing a specific Customer representative who shall have express authority to bind Customer with respect to all matters requiring Customer's approval and authorization.
- 2.3 Should Customer desire to appoint a third party to receive BLACKMON MOORING information or to provide direction to BLACKMON MOORING and otherwise bind Customer with respect to all matters requiring Customer's approval or authorization, then Customer must designate that party (the "Third Party Representative") in writing, using the form attached to this Contract as Exhibit B. In such event, Customer agrees that BLACKMON MOORING is entitled to rely upon the accuracy and completeness of statements, decisions, and actions made by the Third Party Representative without the need for further investigation or confirmation, and that Customer shall be responsible to pay for any work ordered, decision made, or authorization provided by such Third Party Representative.
- 2.4 The appointment of a Third Party Representative shall be effective when the Third Party Representative accepts the appointment and delivers a fully executed Acceptance, in the form attached to this Contract as Exhibit B, to BLACKMON MOORING.

- 2.5 Except in emergency situations, BLACKMON MOORING shall not communicate with any person other than a properly designated Third Party Representative who accepts its appointment.
- 2.6 Once Customer has designated a Third Party Representative, Customer shall not change the designation without seven (7) days written notice to BLACKMON MOORING.

ARTICLE 3- CONTRACT DOCUMENTS

- 3.1 The Contract Documents consist of this Contract; the Work Order and/or Scope of Work (Exhibit A); a Third Party Representative designation and acceptance (Exhibit B); a Time and Materials Rate Schedule, attached to and made a part of this Contract as Exhibit C; Technical Reports or other documents that, to the extent applicable, are attached as Exhibit D, any agreed upon Change Orders signed by the parties after execution of this Contract, on the form attached as Exhibit E; any Advanced Work Authorizations (Exhibit J); and a Statement of Work Complete, on the form attached to and made a part of this Contract as Exhibit F.
 - 3.1.1. Document, Micrographics, and Magnetic Media Restoration Services. If the service to be performed by BLACKMON MOORING includes restoration of documents, the term and conditions on the attached "Document, Micrographics, and Magnetic Media Restoration Scope and Terms," (Exhibit G) shall apply to the document restoration services performed.
- 3.2 Nothing contained in the Contract Documents shall create any contractual relationship between Customer and any subcontractor or sub-subcontractor of BLACKMON MOORING, nor shall it create any contractual relationship between BLACKMON MOORING and any other contractor, subcontractor or sub-subcontractor of Customer.
- 3.3 The Contract Documents constitute the entire agreement between Customer and BLACKMON MOORING with respect to the Work, except for subsequent written modifications signed by both parties after execution of this Contract. No prior or contemporaneous engagements, promises, representations, or warranties, whether oral or written, shall have any force or effect.

ARTICLE 4- TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 4.1 BLACKMON MOORING shall commence and substantially complete the Work to be performed in a timely manner and in accordance with the Contract Documents. For purposes of this Agreement, substantial completion means the completion of the Work in a workman-like manner, consistent with existing industry standards, to the extent commercially reasonable in the context of the project.
- 4.2 If BLACKMON MOORING is disrupted, adversely impacted or delayed at any time in the progress of the Work by changes ordered in the Work, by conduct of Customer or any of its other contractors or agents, by labor disputes, fire, unusual delay in transportation, adverse weather conditions, acts of terror, security breaches on the Property, unavoidable casualties, or any natural or other cause beyond BLACKMON MOORING's control, or by any cause that the Customer determines may justify the delay, then for each delay BLACKMON MOORING shall be entitled to recover all of the costs and expenses it incurs attributable to such delay and the time for BLACKMON MOORING to

- complete its Work shall be extended for a reasonable time, but in no event less than the cumulative periods of the disruptions, impacts and delays.
- 4.3 When BLACKMON MOORING has substantially completed its Work, BLACKMON MOORING shall request that Customer inspect the Work and either acknowledge satisfaction or specific items that need to be completed or corrected. Within ten (10) business days of that request, Customer shall complete a Statement of Work Complete form (attached as Exhibit F) or Performance Deficiency Audit form (attached as Exhibit H), as appropriate, and return it to BLACKMON MOORING. Failure to return either the Statement of Work Complete or the Performance Deficiency Audit form, within the ten day period, shall constitute an acceptance in full by Customer of BLACKMON MOORING's Work.

ARTICLE 5- COMPENSATION

- 5.1 Customer shall pay for all Work performed under this Contract on either a fixed price or a time and materials basis (as designated in the Work Order). Work not performed for an agreed Fixed Price shall be compensated in accordance with BLACKMON MOORING's Time and Materials Rate Schedule (Exhibit C). Customer acknowledges that it has reviewed the charges on the Time and Materials Schedule, acknowledges that they are reasonable and agrees not to attempt to renegotiate them, or any part of them, after BLACKMON MOORING commences performance of its Work.
- 5.2 BLACKMON MOORING's pricing excludes any applicable sales or use taxes and prevailing wage labor costs which, to the extent reasonably believed by BLACKMON MOORING to be applicable, will be separately itemized and charged by BLACKMON MOORING and payable by Customer. This pricing also excludes any items which Customer, pursuant to the Contract Documents, agrees to pay or provide directly.

ARTICLE 6- PAYMENT

- Prior to BLACKMON MOORING commencing the Work, Customer shall wire-transfer to BLACKMON MOORING the sum of one third of the contract amount on Fixed Price Contracts or one third of the estimated contract sum on Time and Material Projects as an advance payment (the "Advance") on Customer's account to be held by BLACKMON MOORING and applied at BLACKMON MOORING's discretion, including against the invoice designated by BLACKMON MOORING as the final invoice at the completion of the Work (the "Final Invoice"). Without BLACKMON MOORING's express written permission, the Advance may not be used as a set-off by Customer against any other invoice submitted by BLACKMON MOORING, or any sums that are due or will become due to BLACKMON MOORING under the Contract. Wiring instructions are as follows: Comerica Dallas, Texas, ABA#111000753, Acct. Name: Blackmon Mooring of Austin, LLC, Acct. No. 1880918071. Reference job number and invoice number.
- 6.2 Time and Material Based Contracts At regular intervals during its performance of the Work, and upon the completion of the Work, BLACKMON MOORING shall submit to Customer an itemized invoice setting forth the total amounts due, in accordance with the Time and Material Rate Schedule, for all labor, material, equipment, and any subcontracted services utilized in the performance of the Work during that time period. With respect to each such invoice, Customer shall pay the invoice within twenty-one (21)

- calendar days following receipt, Customer may not set-off all or any part of any retained amount against any unrelated invoice.
- 6.3 Fixed price Contracts Fixed Price Contracts will be billed as stated in Section 6.2 except that invoices will not be itemized or show detailed amounts because the Rate Schedule is not applicable. Fixed Price invoices are not subject to review or audit as the Work was to be performed at a specified price.
- Interest shall accrue on amounts past due, at the lesser of (i) the maximum lawful interest rate or (ii) one and one-half percent (1 ½ %) per month (eighteen percent (18%) per annum). To facilitate on-time payments, BLACKMON MOORING recommends wiring the payment due pursuant to the wiring instructions set forth in Section 6.1 above.
- 6.5 Customer agrees to make payment to BLACKMON MOORING for the labor, material and equipment and any other items BLACKMON MOORING provides pursuant to the Contract Documents in the amounts and on the terms specified in this Contract, regardless of whether Customer or another person or entity is legally responsible for restoration or remediation of the conditions involved and regardless of whether Customer is entitled to reimbursement for such costs from its or some other person's or entity's insurance carrier.
- 6.6 Should Customer fail to pay any invoice when due, BLACKMON MOORING shall also be entitled to recover all costs and expenses incurred as a result of that failure, including but not limited to those related to demobilization and close out, site preservation, storage, and collection, including reasonable attorney's fees of collection.

ARTICLE 7- WARRANTIES AND OBLIGATIONS

- 7.1 BLACKMON MOORING warrants to Customer that all materials utilized in the Work will be of good quality and new, unless otherwise specified, and that all services provided will be performed in a workmanlike manner, consistent with the standards in the industry for such work. This warranty does not apply to any damage or defect caused by activity beyond BLACKMON MOORING's control, including abuse and modifications not executed by BLACKMON MOORING, as well as by improper or insufficient maintenance, improper operation, or normal usage, wear and tear.
- 7.2 BLACKMON MOORING warrants its work as described for a period or term of one (1) year from completion of the Work. Any claim under this warranty must be made in writing and received by BLACKMON MOORING within one month from the end of the Warranty Period. If a warranty claim is presented timely, BLACKMON MOORING will provide the appropriate remedy for that claim, as determined by BLACKMON MOORING's sole discretion, provided that Customer can establish that BLACKMON MOORING's Work is sub-standard, and not in compliance with industry accepted practice, when viewed in the context of the conditions present at the time the Work was performed.
- 7.3 TO THE FULLEST EXTENT PERMISSIBLE, AND EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, BLACKMON MOORING EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF CONSTRUCTION, CONDITION, SUITABILITY, HABITABILITY, FITNESS FOR USE, AND MERCHANTABILITY.

- 7.4 BLACKMON MOORING shall supervise and direct the Work, using its skill and attention, and be solely responsible for all cleaning and restoration means, methods, techniques, sequences and procedures utilized, as well as for coordinating all portions of the Work under the Contract, except as otherwise directed by Customer, or a properly designated Third Party Representative.
- 7.5 BLACKMON MOORING at all times shall keep the Property free from accumulation of waste materials or rubbish caused by its operations. At the completion of its Work, BLACKMON MOORING shall remove all of its waste materials and rubbish from and about the project site as well as its tools, construction equipment, machinery and surplus materials.

ARTICLE 8- CUSTOMER WARRANTIES AND OBLIGATIONS

- 8.1 Customer represents and warrants that:
 - 8.1.1. It is a corporation/limited liability company organized and in good standing under the laws of the state specified above;
 - 8.1.2. It owns (or leases/manages/operates) the Property on which the BLACKMON MOORING will be performing the Work;
 - 8.1.3. It has had full opportunity to review, consider and approve all terms of this Contract, including the Scope of Work and the Time and Materials Rate Schedule; and
 - 8.1.4. It has the right, authority and capacity to enter into this Contract, make the payments required and otherwise fulfill the obligations imposed by this Contract.
- 8.2 Customer shall make the Property available to BLACKMON MOORING for the timely and efficient performance of the Work.
- 8.3 Customer shall secure and pay for any and all permits, licenses, easements, assessments or approvals of any kind or nature required for the performance of the Work, including the construction, use or occupancy of structures or changes in existing facilities.
- 8.4 Unless otherwise agreed to by the parties, Customer shall, at its cost, provide BLACKMON MOORING with access to all utilities and power sources reasonably necessary for BLACKMON MOORING to undertake and perform the Work.
- 8.5 Before BLACKMON MOORING commences the Work, to the extent reasonably necessary or appropriate for the performance of the Work, Customer shall supply to BLACKMON MOORING all available information concerning the presence and characteristics of any soil conditions, hazardous situations, biological infestations, and existing structures and systems on the Property which may be relevant to BLACKMON MOORING's Work. BLACKMON MOORING shall be entitled to rely on the accuracy and completeness of Customer's information without the need for further investigation or confirmation.

- 8.6 Customer shall coordinate the work of Customer's employees and any of its other contractors, workers, or material suppliers, and the presence and activity of visitors and others, so that they do not interfere with the performance of BLACKMON MOORING's Work. Customer shall be responsible to BLACKMON MOORING for any damages sustained by BLACKMON MOORING because of damage to BLACKMON MOORING equipment, personnel or the Work related to an act or omission of others at the project site employed or allowed there by Customer.
- 8.7 To the extent that Customer fails to make the Property available, secure appropriate approvals, supply the required information, coordinate activity on its site, or fulfill any other obligation and BLACKMON MOORING's performance of its Work is disrupted, adversely impacted, delayed or otherwise impaired, the time for BLACKMON MOORING's performance shall be extended accordingly and, in addition to the Compensation provided in Article 5, above, BLACKMON MOORING shall be entitled to recover as direct damages any and all reasonable costs and expenses which it incurs as a result of such failure(s).
- 8.8 Customer understands that BLACKMON MOORING's services may well include, in BLACKMON MOORING's sole discretion, the destruction and removal of equipment, fixtures and other tangible property which are or appear to be damaged. Customer shall advise BLACKMON MOORING in writing before BLACKMON MOORING provides its services of any specific apparently damaged item that it wants to retain or salvage. Customer waives any claim against BLACKMON MOORING for the removal or destruction of any property not specifically designated in writing to remain.

ARTICLE 9- CHANGES IN THE WORK

- 9.1 Changes in the Work may be accomplished after execution of this Contract, by a written amendment, known as a Change Order, to this Contract. To be effective, the Change Order must state the agreement of BLACKMON MOORING and Customer to a specific change in the Scope of Work, and the extent of the adjustment, if any, in the time for the performance of the Work. A copy of the Change Order form to utilize is attached as Exhibit E.
- 9.2 BLACKMON MOORING need not proceed with any change in or to the Work except pursuant to an agreed, written Change Order.

ARTICLE 10- INSURANCE

- 10.1 Customer shall maintain property insurance upon the entire Property at its full replacement cost value, plus an amount estimated to be the cost of the Work.
 - 10.1.1. This insurance shall protect the interests of Customer, BLACKMON MOORING, and its subcontractors, if any, in the Work, shall be in an "all risk" or equivalent policy form, shall include, without limitation, insurance against fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and shall cover compensation for BLACKMON MOORING's services and expenses required as a result of such insured loss. Customer shall pay any costs not covered by any deductible.

- 10.1.2. Customer's property insurance shall cover portions of the Work stored off site, and also portions in transit.
- 10.2 BLACKMON MOORING shall purchase and maintain liability insurance to protect it from claims under worker compensation acts and other employee benefit acts (where applicable), claims for damages because of bodily injury, including death, and from claims for damages to property, other than to the Work itself, which may arise out of or result from BLACKMON MOORING's performance under this Contract, whether such performance be undertaken by itself or by any subcontractor or anyone directly or indirectly employed by one or more of them.
- 10.3 To the extent permitted by the applicable policy, Customer and BLACKMON MOORING waive all rights against each other for damages caused by fire or other perils and paid by insurance obtained pursuant to this Contract or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. Customer shall require similar waivers from any other contractor it engages to work on the Property.

ARTICLE 11- MUTUAL INMDEMNIFICATIONS AND WAIVERS

- 11.1 BLACKMON MOORING and Customer each agrees to indemnify and hold harmless the other party and the other party's shareholders (or members), directors, officers, employees and agents, from and against any and all claims, demands, or causes of action brought by persons not party to this Contract, whether for damages to property, business interests, or persons or for death, arising out of or related to the performance of this Contract or the conditions to which this Contract pertains, to the extent that any such claim, demand, or cause of action is attributable to a breach of contract, negligence, or other fault of the indemnifying party.
- 11.2 Except as otherwise expressly provided in this Agreement, BLACKMON MOORING and Customer waive claims against each other for consequential damages arising out of or relating to the Work or this Contract. This mutual waiver includes:
 - 11.2.1. Damages incurred by Customer for rental expenses, losses of use, business, reputation, income, financing, profit, and for loss of management or employee productivity or of the services of such persons; and
 - 11.2.2. Damages incurred by BLACKMON MOORING for principal office expenses, including the compensation of personnel stationed there, for losses of business, reputation, financing, and for loss of profit except anticipated profit arising directly from the Work or the time set aside for the Work.

ARTICLE 12- TERMINATION OF THE CONTRACT

- 12.1 BLACKMON MOORING and Customer may each terminate this Contract for cause fourteen (14) days after delivery of a written notice to the other party to do so.
 - 12.1.1. For Customer, cause includes any persistent failure by BLACKMON MOORING to perform in accordance with this Contract, including, without limitation, failure to carry out the Work in accordance with the Contract Documents.

- 12.1.2. For BLACKMON MOORING, cause includes any material breach of the Contract by Customer, including, without limitation, Customer's failure to make payments as required; Customer's delay, disruption or interference with BLACKMON MOORING's ability to proceed timely or efficiently with the Work; and any event over which BLACKMON MOORING has no control, including labor disputes fire, unusual delay in transportation, adverse weather conditions, acts of terror, security breaches on the Property, unavoidable casualties, or any natural or other cause beyond BLACKMON MOORING's control, which renders BLACKMON MOORING's performance impracticable.
- 12.1.3. In order to exercise its right to terminate for cause, the terminating party shall specify in the notice provided the nature of the alleged failure to perform or other breach. Should the party receiving the notice cure the reason identified in the notice within fourteen (14) days after receipt, then this Contract may not be terminated for cause.
- 12.2 Customer may terminate this Contract without cause for its convenience upon fourteen (14) days written notice to BLACKMON MOORING, at which time BLACKMON MOORING shall be entitled to receive payment for the Work it has performed and for amounts due for losses incurred by reason of such termination, including, without limitation, reasonable demobilization and closeout costs related to early termination. In the event that Customer terminates BLACKMON MOORING for convenience, BLACKMON MOORING shall be entitled to allocate any portion of the Advance to cover losses incurred by such termination.

ARTICLE 13- ATTORNEY'S FEES

13.1 The prevailing party in any arbitration or litigation arising out of or related to this Contract shall, in addition to such other relief as may be awarded, be entitled to recover from the non-prevailing party the reasonable legal fees and expenses the prevailing party incurred in that proceeding.

ARTICLE 14- MISCELLANEOUS

- 14.1 This Contract shall be governed by the substantive laws of the State of Texas, United States of America.
- 14.2 This Contract may not be assigned by either party, without the written permission of the other party.
- 14.3 No provision of this Contract shall be waived except in a writing signed by the waiving party. No waivers of any provision of this Agreement shall constitute or be deemed a continuing waiver of that provision or a waiver of any other provision.
- 14.4 Any notice necessary or appropriate under this Agreement shall be effected by personal delivery, facsimile transmission or certified or registered mail directed as follows:

To: BLACKMON MOORING
To: Attn: Legal Department
5718 Airport Freeway
Haltom City, TX 76117
(877) 730-1948

IN WITNESS of their interest to be bound by the terms and conditions of this Contract, BLACKMON MOORING and Customer execute this Contract as of the date written above.

	BLACKMON MOORING OF AUSTIN, LLC
(CUSTOMER)	By: Wash
Ву:	Name: Rosby Jackson
Name:	Title: benesol Manager
Title:	Date: 1/1/2020
Date:	Date

EXHIBIT A

BLACKMON MOORING OF AUSTIN, LLC

2251 Picadilly Dr., Ste. C320 Round Rock, Texas 78664

24-Hour Hotline (877) 730-1948

	Work Order
("BLACKMON MOORING") and Cust performed by BLACKMON MOORING Customer hereby authorizes BLACKMO	by Blackmon Mooring of Austin, LLC tomer, the parties have agreed upon additional work to be as described below or on the attached scope of Work. ON MOORING to mobilize and commence the Work. In the performed are outlined in the Agreement. See
Project Name:	
Project Location:	
General description of work to be prefor	med – attach Scope of Work:
Fixed Price or Time and Materials Basis	;
If Fixed Price, the agreed price is:	
Other special terms or conditions	
includes desiccant drying of the facility, be dried at a rate of per square for Customer understands and agrees that Bl refrigerant dehumidification services in a	approximately square feet located at will of for a total drying price of approximately. LACKMON MOORING may supply desiccant or areas other than identified above, and that its charges for a Time and Material basis in accordance with the
expenses utilized to mobilize, comment accordance with the attached BLACK Schedule ("Rate Schedule"). Custome terms on the Rate Schedule and agrees	MOORING for all labor, materials, equipment and ce and perform the work described above in MON MOORING Time and Materials Rate or acknowledges that it has reviewed the charges and so that they are reasonable and that it will not attempt om, after BLACKMON MOORING commences
	BLACKMON MOORING OF AUSTIN,
(CUSTOMER)	LLC DV:
BY:NAME:	BY: NAME:
TITLE:	TITLE:
DATE:	DATE:

Emergency Response and Service Contract Revised 08/25/06

EXHIBIT B

BLACKMON MOORING OF AUSTIN, LLC

2251 Picadilly Dr., Ste. C320 Round Rock, Texas 78664

24-Hour Hotline (877) 730-1948

THIRD PARTY RE	PRESENTATIVE DESIGNATION
MOORING Emergency Response and Servi as its Third Paras its BLACKMON MOORING is entitled to rely decisions, and actions made by the Third Paraneed for further investigation or confirmation	er"), pursuant to Section 2.3 of the BLACKMON (see Contract dated, Customer appoints of the Representative, with a designated contact person. Customer agrees that a upon the accuracy and completeness of statements, orty Representative through its contact person without the on, and that Customer shall be responsible to pay for any on provided by the designated Third Party Representative.
	(CUSTOMER)
Third Party Representative accepts C understands the terms and conditions of the S that the Time and Materials Rate Schedule a is fair and reasonable and (2) is not subject to performance of its Work, as defined in the C	
The individual signing this Acceptan the Third Party Representative to the terms of	ce represents that s/he has the authority to do so and to bind of this Acceptance.
	Third Party Representative
	By: Name: Title: Date:

EXHIBIT C

TIME AND MATERIALS RATE SCHEDULE

(Attached)

EXHIBIT D

AWA/TECH REPORTS

EXHIBIT E

BLACKMON MOORING OF AUSTIN, LLC

2251 Picadilly Dr., Ste. C320 Round Rock, Texas 78664

24-Hour Hotline (877) 730-1948

CHANGE ORDER		
<u>Customer:</u>	Contractor:	
	Blackmon Mooring of Austin, LLC 2251 Picadilly Dr., Ste. C320 Haltom City, Texas 76117	
Contract Date:	Change Order Date:	
Contract Number:		
Description of Project:		
Description of Change to Scope of Work:_		
Adjustment in Time of Performance:		
Revised Estimated Cost (or for a fixed pric	e contract, the adjusted price) of Work:	
(CUSTOMER)	Blackmon Mooring of Austin, LLC	
Ву:	By:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

EXHIBIT F

BLACKMON MOORING OF AUSTIN, LLC

2251 Picadilly Dr., Ste. C320 Round Rock, Texas 78664

24-Hour Hotline (877) 730-1948

	STATEMENT OF WORK COMPLETE
Customer:_	
Address:	
Contract Nu	mber: Contract Date:
Project Location:	
Scope of Wor	rk Summary:
(Initial) (Initial) (Initial)	I have inspected the Work performed by BLACKMON MOORING and/or its designated Subcontractor under the above described Contract. No items of Work remain to be corrected to completed. All Work complies with the requirements of the Contract in all respects and has completed to Customer's satisfaction.
	Customer/Third Party Representative By: Name: Title: Date:

EXHIBIT G

DOCUMENT EXHIBIT

EXHIBIT H

BLACKMON MOORING OF AUSTIN, LLC

PERFORMANCE DEFICIENCY AUDIT Customer:_____ Contract Number: Contract Date: Project Location: Scope of Work Summary:_____ I have inspected the Work performed by BLACKMON MOORING and/or its designated Subcontractors for which it is seeking payment under Invoice No. _____, dated _____ Except for the following items, no item of Work remains to be corrected and all Work complies [] with the requirements of the Contract in all respects and has been completed to Customer's satisfaction: 1. 2. [Add additional sheet if necessary] 3. Name:____

Date:_____

EXHIBIT J

BLACKMON MOORING OF AUSTIN, LLC

Blackmon Mooring blackmonmooring.com

24-Hour Hotline (877) 730-1948

	WORK AUTHORIZATION
	("Customer") hereby authorizes Blackmon Mooring of Austin,
LLC or an affiliate ("BLACKMON MOORING") to mobi	lize and perform the work described below (the "Work"):
Project Name:	
Project Location	
General Description of work to be performed:	
Check all Applicable	
☐ Scope of Work to be submitted	
☐ Estimated Cost of the Work to be submitted	
☐ Emergency Services	
Fixed Price:	
Purchase Order #:	
Other special terms or conditions:	
mobilize, commence and perform the work described	ING for all labor, materials, equipment and expenses utilized to d above in accordance with the attached Time and Materials Rate nit rate pricing. Customer acknowledges that they have reviewed
renegotiate them, or any part of them, after BLACKM	igree that they are reasonable and that they will not attempt to
course of performance of the work, BLACKMON MC rates to be determined by BLACKMON MOORING. In the event Customer and BLACKMON MOO covering this Work and any other work, then any unbilled well as mobilization and all preparatory work, under this submitted under such Service Contract, even though su Contract is executed.	RING finalize and enter into a subsequent written Service Contract amounts for labor, material, equipment, any subcontracted services, as Advanced Work Authorization ("AWA") shall be included in invoices ch work may have been performed prior to the date the final Service
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Emergency Response and Service Contract Revised 08/25/06





SUBMITTED BY:
BLACKMON MOORING & BMS CAT
5718 AIRPORT FREEWAY
HALTOM CITY, TEXAS 76117
877.730.1948

DUE DATE: JANUARY 17, 2019 AT 4:00 PM

EXECUTIVE SUMMARY



Blackmon Mooring & BMS CAT specialize in the restoration and reconstruction of properties and contents throughout the world to allow customers to return quickly to daily operations. We provide all of the restoration, mitigation, remediation, reconstruction and document recovery services that are needed for any size loss. With over 60 years of experience, we are accustomed to working with all types of institutions at all levels of security.

PRODUCTS AND SERVICES

MITIGATION - Immediate response to the loss scene to stop further deterioration of the building and contents. Available 24/7 through our toll-free number

DOCUMENT, BOOKS, & VITAL RECORDS RECOVERY BMS CAT has the largest freeze-dry chamber capacity in the world.

RESTORATION SERVICES - Fire, smoke and water recovery for all types of retail, commercial, industrial, and educational facilities

RECONSTRUCTION - Providing construction services to ensure a seamless restoration experience.

MOISTURE CONTROL SERVICES - Desiccant dehumidification means quick recovery at minimized costs through regionally located response centers

MICROBIAL REMEDIATION - Remediation projects are handled based on set protocol with precision and state-of-the-art technology

HVAC DECONTAMINATION & CLEANING - Clean-up of HVAC as part of the loss

DEBRIS REMOVAL & DEMOLITION - Controlled demolition and containment of damaged areas in conjunction with other restoration activities on building and contents

ELECTRONIC RESTORATION & TELECOMMUNICATIONS RECOVERY - Innovative ways to restore hardware, control panels, and telephone systems damaged

INDUSTRIAL EQUIPMENT RESTORATION - Our cleaning protocols prepare the equipment for recertification prior to commencement of production operations

MEDIA RECOVERY - Microfilm, microfiche, X-ray, and magnetic media recovery after a loss

PROJECT MANAGEMENT - Coordination of all aspects of clean-up and recovery of a loss site



ABOUT US

Blackmon Mooring & BMS CAT specializes in the restoration of commercial properties on a global basis. From hurricanes, fires and earthquakes to floods and mechanical breakdowns, we stabilize the loss site, determine the scope of damage and restore the property to pre-loss condition. Our focus on products and services, flexibility, urgency, experience, training and staffing make Blackmon Mooring & BMS CAT a prime partner to meet your disaster recovery needs.

RECOVERY PROCESS

Through pre-defined instructions and parameters, our technicians can be on the job immediately to mitigate damage. The joint development of a scope allows us and the facility representative to agree on the work that is needed to restore the property.

When a loss occurs, one of our own project managers is sent to the site to evaluate the damage, determine immediate needs, assist with mitigation and submit a scope of work and price to the customer. Once the scope is accepted, operation crews, equipment and chemicals are dispatched.

A project manager and project superintendent oversee the restoration project. Depending on the skills needed for the project, specially trained supervisory staff are on hand. These supervisors manage a labor force trained for the type of work.

Blackmon Mooring & BMS CAT offer full-service disaster restoration. Advantages of choosing a restoration that can handle all your recovery needs include:

- Expertise in various types of losses
- Extensive industry experience
- Convenient, single point of contact through Contract Administrator
- Consistency in operations and billing through company-owned locations
- Turn-key service from mitigation to reconstruction.

WHY CHOOSE US?

For over 65 years, Blackmon Mooring & BMS CAT have been the experts in cleaning, recovery and restoration. From document recovery to large area-wide disasters, we are trusted with some of the biggest jobs in the world, yours.

- In-house 24-Hour Call Center and 24/7 Response
- Local, Regional, National and Global Capabilities
- Priority Status available for Community-wide Disasters
- One Company Handling Full Service Mitigation, Restoration, Construction and Document Recovery to Simplify the Billing Process.





NOTICE OF PROPOSAL INVITATION AND INSTRUCTIONS TO PROPOSERS

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, assisted in the formation of the Cooperative, and TASB along with the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701 all endorse the Cooperative.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative Attn: Director of Cooperative Procurement 12007 Research Blvd.

Austin, TX 78759

<u>Phone</u>: 512-467-0222

<u>Fax</u>: 800-211-5454

<u>E-Mail</u>: bids@buyboard.com

Sealed proposals are being solicited for the products, supplies, services and/or equipment as set forth in this Proposal Invitation and are solicited on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative as further explained in the Proposal Invitation.

PROPOSAL SUBMISSION INSTRUCTIONS

Completed sealed proposals for Proposal No. 591-19 for General Disaster Recovery and Restoration Services must be received on or before 4:00 PM January 17, 2019, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out below. Late proposals will not be accepted.

Electronic Proposal Submission:

The Cooperative is now accepting electronic proposal submission and is requesting that Vendors submit proposals electronically via the following website:

buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option.



Before you submit

- In order to submit proposals electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor user name and password, you may obtain one by registering at buyboard.com/vendor. Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts. Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its proposal via electronic submission. Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither
 the Cooperative nor its administrator shall be responsible for equipment or software failure, internet or website
 downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or
 inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient
 time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior
 to the Proposal due date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- Review and follow all instructions on the webpage.
- To upload a Proposal, select the "Response Attachments" tab to upload a signed, complete copy of your Proposal in searchable PDF format, including all required proposal documents (forms, completed specifications, and any other documents required by the Proposal Invitation) and electronic catalogs/pricelists.
- Select the "Response Submission" tab to submit the proposal.
 - If an error or multiple errors occur, the system will display the location of the error(s).
 - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). Your submission will not be accepted until all errors are corrected.
 - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.
- Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any vendor without the technical capability or wishing to submit a hard copy proposal, rather than utilizing electronic submission, may do so in accordance with the following instructions:

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed specifications, and any other documents required by the Proposal Invitation). The Proposal must be submitted in <u>electronic</u>, <u>searchable PDF format on a USB flash drive</u>, <u>CD or DVD</u>. Paper copies will NOT be accepted.
- Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.
- The hard copy electronic proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal submission deadline:

The Local Government Purchasing Cooperative 12007 Research Blvd. Austin, TX 78759



VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor its administrator shall be responsible for proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will <u>NOT</u> be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS

Electronic catalogs/pricelists must be submitted in the required format with the Proposal (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative:

Vendors are required to submit catalog(s)/pricelist(s) in **searchable PDF electronic format ONLY**. No other format will be accepted. Further, no paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog:

BuyBoard Specification			
Category	Part/Item Number	Item Description	List Price
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

INSTRUCTIONS FOR VENDORS PROPOSING MULTIPLE MANUFACTURER PRODUCT LINES:

Vendors proposing various manufacturer product lines per line item on the **Proposal Specification form** must submit the information as follows *or Vendor's proposal may not be considered*:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed

If a vendor's response to the **Proposal Specification form** states "please see attachment," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the **Proposal Specifications form** or Vendor's proposal may not be considered.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



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GENERAL INFORMATION

Proposal Invitation No. 591-19 - General Disaster Recovery and Restoration Services

*Please make sure that you have either downloaded and/or printed all sections of this Proposal Invitation.

- 1. Notice of Proposal Invitation and Instructions to Proposers
- 2. General Information
- 3. Proposal Invitation Forms and Specifications
- 4. General Terms and Conditions

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to establish a contract for the various types of General Disaster Recovery and Restoration Services that may be purchased by Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for a discount off of catalog or price list for services. Purchases can be made by a Cooperative member at any time during the contract term.

TERM OF CONTRACT

The term of this contract will be from October 1, 2019 through September 30, 2020, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of vendor's past performance evaluation on future proposal invitations. A renewal must be mutually agreed upon by both parties.

VALUE OF CONTRACT

<u>The estimated value of this contract is \$7,468,932</u>; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at or below the awarded pricing for the duration of the contract and honor all Purchase Orders prepared by each individual Cooperative member.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the awarded pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas,



promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated from Vendor's contract(s) that Vendor receives directly from Cooperative members, or such other documentation regarding those purchase orders as the Cooperative's administrator may require in its reasonable discretion. Vendor further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify purchase history and the accuracy of service fees payable by Vendor.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

By signing this Proposal, Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, registrations or licenses, necessary for lawful performance of its obligations under this contract. In addition, Proposer agrees to comply with all local ordinances and codes to the extent such are applicable to the services to be performed. Proposer further certifies that Proposer has all authorizations required by, and will comply with any and all rules and regulations established by any federal, state or local authority having jurisdiction over the services to be performed including, but not limited to, any applicable laws, rules and regulations relating to general disaster recovery and restoration services or components thereof, and persons performing duties relating to such services or components. Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, regulatory action, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from the failure of Vendor or its agents, employees, suppliers or contractors or subcontractors to comply with any applicable laws, rules, or regulations.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members.

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Proposer is a Texas resident or a non-resident business.

TYPE OF CONTRACT

This is a "sealed proposal" based on discount off catalog or price list for services. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the contract term. In the event of price decreases, such price decreases shall be allowed for all products. Catalogs/pricelists, where required by the Proposal specifications, must be submitted with the Proposal or your proposal will be deemed nonresponsive.



COMPLIANCE WITH APPLICABLE LAWS

By signing this Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must sign and submit the Construction Related-Goods and Services Affirmation form in the Proposal Invitation forms regardless of type of goods or services associated with this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

DELIVERY RESPONSE

Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of a Purchase Order, and delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained in the Proposal Invitation forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



PROPOSER'S AGREEMENT AND SIGNATURE

Restoration Services	January 17, 2019 at 4:00 PM
Proposal Number: 591-19	Location of Proposal Opening: Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Time Period: October 1, 2019 through September 30, 2020 with two (2) possible one-yrenewals.	
Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Felephone Number of Authorized Company Official	Position or Title of Authorized Company Official

Federal ID Number

Fax Number of Authorized Company Official



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

- 1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
- 2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
- 3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
- 4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
- 5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
- 6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
- 7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
- 8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



VENDOR CONTACT INFORMATION

Company:	
Vendor Contac	ct Name and Mailing Address for Notices:
Company Web	osite:
Internet acces	ders: All purchase orders from Cooperative members will be available through the Internet. Vendors nee and at least one e-mail address so that notification of new orders can be sent to the Internet contact whe se order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.
Please select	t options below for receipt of purchase orders and provide the requested information:
	I will use the internet to receive purchase orders at the following address:
	E-mail Address:
	Internet Contact: Phone:
	Alternate E-mail Address:
	Alternate Internet Contact: Phone:
	Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer nation form as provided to the Cooperative administrator. I understand that my company shall remain nsible for the Contract and the performance of all Designated Dealers under and in accordance with the act.
Request for (for the receipt	Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses of RFQs:
E	E-mail Address:
A	Alternate E-mail Address:

<u>Invoices</u>: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:



Mailing address:	·	Department:	
City:	State:	Zip Code:	
Contact Name:		Phone:	
Fax:E	-mail Address:		
Alternative E-mail Address	:		<u>.</u>
_		Department:	
City			
		Phone:	
Contact Name:		Phone:	
Contact Name: E	-mail Address:		
Fax: E Alternative E-mail Address In lieu of my company, I rereceiving the purchase order(s	-mail Address: :equest and authorize service fee in	nvoices to be provided to the Designated Dealers relate at the address and contact information	er(s)

Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check ($$) one of the following:	
My company is a publicly-held corporation. (Advance notice required My company is not owned or operated by anyone who has been My company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the following individual(s) where the company is owned/operated by the company is owned/operated by the following individual(s) where the company is owned/operated by the company is owned/op	n convicted of a felony.
Name of Felon(s):	
Details of Conviction(s):	
By signature below, I certify that the above information is true, company to make this certification.	complete and accurate and that I am authorized by my
Company Nar	ne
Signature of Authorized Company Official Pr	inted Name
DEBARMENT CERTI Neither my company nor an owner or principal of my company has for participation in Federal Assistance programs under Executive O in the Federal Register and Rules and Regulations. Neither my currently listed on the government-wide exclusions in SAM, deba declared ineligible under any statutory or regulatory authority. My and all Cooperative members with pending purchases or seeking owner or principal is later listed on the government-wide exclus excluded by agencies or declared ineligible under any statutory or r By signature below, I certify that the above is true, complete and make this certification.	s been debarred, suspended or otherwise made ineligible order 12549, "Debarment and Suspension," as described company nor an owner or principal of my company is rred, suspended, or otherwise excluded by agencies or company agrees to immediately notify the Cooperative to purchase from my company if my company or an sions in SAM, or is debarred, suspended, or otherwise regulatory authority.
Company Nar	me
Signature of Authorized Company Official Pr	inted Name



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Pleas	se check $()$ one of the following:		
	☐ I certify that my company is a Resident Propos	er.	
	☐ I certify that my company is a Nonresident Pro	ooser.	
	ur company is a Nonresident Proposer, you must provide h your company's principal place of business is located):	the following inf	formation for your resident state (the state in
Comp	pany Name	Address	
City		State	Zip Code
A.	Does your resident state require a proposer whose proposer whose resident state is the same as yours by a prescrel Yes No		
В.	What is the prescribed amount or percentage? \$	c	or%
	VENDOR EMPLOYME	NT CERTIE	ICATION
deter	on 44.031(b) of the Texas Education Code established rmining to whom to award a contract. Among the criter parent or majority owner (i) has its principal place	s certain criteria ia for certain cor	that a school district must consider when atracts is whether the vendor or the vendor's
	either your company nor the ultimate parent company or your company, ultimate parent company, or majority ow		
Pleas	se check ($$) one of the following:		
	Yes No		
Emp	signature below, I certify that the information in Sectional Value of the section	•	
	Compan	y Name	
	Signature of Authorized Company Official	Printe	ed Name



No Israel Boycott Certification

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov'T Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Company Name Printed Name Signature of Authorized Company Official NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Company Name Printed Name Signature of Authorized Company Official



HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Pleas	e check	() all that apply:
	I cert	ify that my company has been certified as a HUB in the following categories:
		Minority Owned Business
		Women Owned Business
		Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U.S. Department of Veterans Affairs or Department of Defense)
	Certi	fication Number:
	Nam	e of Certifying Agency:
	Му со	ompany has NOT been certified as a HUB.
		gnature below, I certify that the above is true, complete and accurate and that I am authorized by m_1 any to make this certification.
	Comp	pany Name
	Printe	ed Name
	Signa	ture of Authorized Company Official



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

	Company Name		-	
Signature of Authorized Company Official		Printed Name		



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check $()$ one of the following:
No; DeviationsYes; Deviations
List and fully explain any deviations you are submitting:
·
PLEASE PROVIDE THE FOLLOWING INFORMATION:
1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:
2. Payment Terms: Net 30 days 1% in 10/Net 30 days Other:
3. Number of Days for Delivery:ARO
4. Vendor Reference/Quote Number:
5. State your return policy:
6. Are electronic payments acceptable? X Yes No
7. Are credit card payments acceptable? X Yes No
Company Name
Signature of Authorized Company Official Printed Name



LOCATION/AUTHORIZED SELLER LISTINGS

Company Name			
Address			
City	State	Zip	
Phone Number	Fi	ax Number	
Contact Person			
Company Name			
Address			
City	State	Zip	
Phone Number	F	ax Number	
Contact Person			



LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

PMS CAT Boston

Contact Person

DIVIS CAT DUSTOIT				
Company Name				
265 Foster Street				
Address				
Littleton	MA		01460	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Michael Lemire				
Contact Person				
BMS CAT Chicago				
Company Name				
150 South Church Street, U	nit E			
Address				
Addison	IL		60101	
City	State		Zip	
877.730.1948		817.334.3635		
Phone Number		Fax Number		
Shawn Futch				



LOCATION/AUTHORIZED SELLER LISTINGS

BMS CAT Cleveland				
Company Name				
4467 Industrial Parkwa	ay			
Address				
Cleveland	ОН		44135	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Jeff Nemet				
Contact Person				
Blackmon Mooring DF	·W			
315 N. Great Southwe	est Pkwy			
Address	<u>-</u>			
Arlington	TX		76011	
City	State		Zip	
877.730.1948		817.334.3637		
Phone Number		Fax Number		
Robert Lain				
Contact Person				



LOCATION/AUTHORIZED SELLER LISTINGS

Blackmon Mooring Houston				
Company Name				
10511 Kipp Way, #400				
Address				
Houston	TX		77099	
City	State		Zip	
877.730.1948		817.334.3612		
Phone Number		Fax Number		
Joey Headley				
Contact Person				
BMS CAT Los Angeles				
Company Name				
1321 North Blue Gum Street	:			
Address				
Anaheim	CA		92806	
City	State		Zip	
877.730.1948		817.334.3532		
Phone Number		Fax Number		
Randy Trahan				
Contact Person				



LOCATION/AUTHORIZED SELLER LISTINGS

BMS CAT Miami				
Company Name				
1724 Park Central Blvd	. N. Bldg #9	9		
Address				
Pompano Beach	FL		33064	
City	State		Zip	
877.730.1948		817.334.3371		
Phone Number		Fax Number		
Carl Sejba				
Contact Person				
BMS CAT Nashville				
Company Name				
5144 Hickory Hollow Pa	arkway			
Address			07040	
Antioch	TN		37013	
City	State		Zip	
877.730.1948		817.334.3503		
Phone Number		Fax Number		
Jeremy James				
Contact Person				



LOCATION/AUTHORIZED SELLER LISTINGS

BMS CAT New York				
Company Name				
10 Washington Avenue,	Unit #B,			
Address				
Fairfield	NJ		07004	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Mike Harkey				
Contact Person				
Blackmon Mooring Oklah Company Name	ioma			
1101 Enterprise Ave, #12	2			
Address				
Oklahoma City	OK		73128	
City	State		Zip	
877.730.1948		405.948.1786		
Phone Number		Fax Number		
Ray McPherson				
Contact Person				



LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

BMS CAT Orlando				
Company Name				
7337 Presidents Drive				
Address				
Orlando	FL		32809	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Garret Neuman				
Contact Person				
Blackmon Mooring San An	tonio			
Company Name				
4808 Perrin Creek				
Address				
San Antonio	TX		78217	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		
Justin Sparks				

Contact Person



LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

BMS CAT San Francisco				
Company Name				
30964 San Benito Street				
Address				
Hayward	CA		94544	
City	State		Zip	
877.730.1948		817.334.3632		
Phone Number		Fax Number		
Greg Marshall				
Contact Person				
Blackmon Mooring Tulsa				
Company Name				
11605 East 27th Street North	ı, Suit	e E		
Address				
Tulsa	OK		74116	
City	State		Zip	
877.730.1948		918.307.2120		
Phone Number		Fax Number		
Armando Mendoza				

Contact Person



LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

RMS CAT Washington DC

Company Name				
	J 4407			
7377 Washington Blvd	1., #107			
Address				
Elkridge	MD		21075	
City	State		Zip	
877.730.1948		817.334.3531		
Phone Number		Fax Number		•
Tim Scott				
Contact Person				
Company Name				
Address				
City	State		Zip	
Phone Number		Fax Number		
Contact Person				



MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name		
Designated Dealer Address		
City	State	Zip
Phone Number		Fax Number
Email address		Designated Dealer Tax ID Number* (*attach W-9)
Designated Dealer Contact Person		
Your Company Name		



TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers ■ I will service Texas Cooperative members statewide. ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below: Region Headquarters Edinburg 2 Corpus Christi 3 Victoria Houston 4 5 Beaumont Huntsville 7 Kilaore Mount Pleasant Wichita Falls 10 Richardson 11 Fort Worth 12 Waco 13 Austin 14 Abilene 15 San Angelo 16 Amarillo 17 Lubbock Midland 18 Company Name 19 El Paso 20 San Antonio Signature of Authorized Company Official I will not service members Printed Name of the Texas Cooperative.



If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:					



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√	<u>) all that apply:</u>	
☐ I will service	e all states in the United States.	
☐ I will not se	ervice all states in the United States. I will service o	only the states checked below
	Alabama Alaska Arizona Arkansas California (Public Contract Code 20118 & 20652) Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississisppi Missouri	Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington West Virginia Wisconsin Wyoming
	Montana	



This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a

contract awarded under this proposal.	Company Name
Signature of Authorized Company Official	Printed Name
If this State Service Designation form applies to only list the products and services to which this form app	one or some of the products and services proposed by Vendor, lies here:



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

- 1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may but is not required to "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
- 2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
- 3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
- 4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
- 5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
- 6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Proposal Invitation Number

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide vendors with the technical resource							
market price during the previous	ous 12-month period or tl). In the event	nasing cooperatives at or based on the last fiscal year: \$	(The period of the 12				
Cooperative are equal to or b	By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.						
		chasing cooperatives for which Provs should be added to accomm					
PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)				
1. Federal General Services Adminis	tration						
2. T-PASS (State of Texas)							
3. U.S. Communities Purchasing Alli	ance						
1. National IPA/TCPN							
5. Houston-Galveston Area Council	(HGAC)						
5. National Joint Powers Alliance (N	JPA)						
7. E&I Cooperative							
3. The Interlocal Purchasing System	ı (TIPS)						
9. Other							
MY COMPANY DOES NOT CU CURRENT BUYBOARD VENDOR: If you are a current BuyBoard ven discount for your current BuyBoard	<u>S</u> dor in the same contract I contract and the propos	category as proposed in this Prop	posal Invitation, indicate the				
our current and proposed discount							
Current Discount (%): Proposed Discount (%):							
Explanation:							



By signature below, I certify that the above is true make this certification.	, complete and ac	ccurate and that I am	authorized by m	y company to
	Company Name			
Signature of Authorized Company Official		Printed Name		



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	<u>Volume</u>
1					
2					
3					
4					
5					
			overnmental sales practi NO If YES, please		ne above chart to give
By signature below certification.	, I certify that the	e above is true a	nd correct and that I a	m authorized by my	company to make this
Company Name					
Signature of Author	ized Company Offi	cial			
 Printed Name					

Quantity/



MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)

Attach additional pages if necessary.

Company Name	<u></u>
Signature of Authorized Company Official	
Printed Name	

MARKETING PLAN

Blackmon Mooring & BMS CAT will assist BuyBoard to market capabilities for restoration services to current and future members:

Collateral Materials

Blackmon Mooring & BMS CAT will provide co-branded collateral materials in digital format. Blackmon Mooring & BMS CAT would be willing to provide collateral materials specific to learning institutions, document recovery, library recovery, healthcare facilities, and property management. The materials would be co-branded with BuyBoard and Blackmon Mooring & BMS CAT logos.

Trade Events and Seminars

Blackmon Mooring & BMS CAT would participate in and offer limited sponsorship of trade shows, marketing events, and training seminars pertaining to recovery competencies and emergency planning. The goal of these events is to create an effective channel of communications to encourage current and potential members to understand the value of BuyBoard and the offerings of Blackmon Mooring & BMS CAT.

Blackmon Mooring & BMS CAT is able to participate in these events in the various Regional Centers based on proximity to our locations.

Roll Out of Services

A joint rollout of Blackmon Mooring & BMS CAT services and processes to key contacts within BuyBoard will be coordinated. The rollout can be conducted in the Regional Centers or via video conferencing capabilities. Blackmon Mooring & BMS CAT would also conduct a video conference to rollout the program internally to all General Managers, Sales Managers, Project Coordinators, and Priority Response Coordinators in order to have a clear understanding of the program and the process internally. Effective interaction and communications with BuyBoard will be key to a successful marketing plan.

Training and Continuing Education

Blackmon Mooring & BMS CAT will assist BuyBoard with training for facility directors, site engineers, operations managers and other individuals that would be dealing with damage issues in a facility. Training can be done via on-site group participation or via video conferencing.

Compressed training and refresher classes for engineering and facilities management staff would include:

- Water damage mitigation and recovery
- Fire and smoke damage and recovery
- Document and library collection recovery
- Critical media/records recovery
- Mold remediation challenges



- Issues surrounding Indoor Air Quality
- Emergency planning, recovery, and business continuity
- Dealing with biological and contagious disease control/disinfection
- Dealing with remediation of hazardous materials

These classes are able to be conducted in a classroom situation in the various Regional Centers, in Blackmon Mooring training facilities around the state of Texas, or done in video conference format.

Member and Potential Member Marketing

Blackmon Mooring will make a commitment to utilize the Priority Response Coordinators in the various markets to make marketing calls to the current membership. Face to face meetings with BuyBoard sales and marketing personnel would be an effective path for members and potential members to understand the advantages of participation in the program. Interaction with various organizations such as the Gulf Coast M&O, RIMS and other organizations that can favorably reflect on BuyBoard and Blackmon Mooring & BMS CAT is a goal of the marketing plan.

Pre-Catastrophe Registration

Blackmon Mooring & BMS CAT will provide the opportunity to BuyBoard member entities to pre-register their facilities prior to a catastrophic event. This includes: Providing primary and secondary contact information for the facility decision maker, pre-identifying and providing a prioritized list of critical points of potential failure that would contribute to business interruption, providing a copy of the facility's blue-prints for Blackmon Mooring & BMS CAT to have on file for quick scoping during an emergency, and signing an Advanced Work Authorization so that we can begin mitigation work as soon as we arrive at the loss site.





CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, et. seq.) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check $()$ one of the following:
NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.
YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.
If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.
Confidential / Proprietary Information:
(Attach additional sheets if needed.)
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Э.	CUU	viiuiii		iauvi

Date

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check $()$ one of the following:
NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.
If you responded "YES", identify below the specific documents or pages containing copyright information.
Copyright Information:
(Attach additional sheets if needed.)
C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members
BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.
D. Consent to Release Proposal Tabulation Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.
Company Name
Signature of Authorized Company Official
Printed Name



VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company:

(List the <u>legal</u> name of the company seeking be provided below. If you are submitting should complete a separate vendor informa- goods or services separately must submit the	a joint proposal with nation form. Separate	another entity to provide	the same proposed goods	or services, each submitting entity
Please check $()$ one of the following:				
Type of Business:				
Individual/Sole Proprietor Corporation Limited Liability Company Partnership Other		If other, identify		
State of Incorporation (if applicable	le):			
Federal Employer Identification (Vendor must include a complet		n with their proposa	 al)	
List the Name(s) by which Vendor Proposing Company listed above, only valia Certificate(s), if applicable, must be attache	id trade names (dba, a			



Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	BLACKMON-MOORING SERVICES, LTD.				
	2 Business name/disregarded entity name, if different from above				
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
e. ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ single-member LLC	Trust/estate	Exempt payee code	(if any)	
향	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership	o) >			
Print or type. c Instructions	So the control of the defail ax classification of the person whose name is entered of fille 1. Check only one of the certain entities, not individuals; see instructions on page 3): Individual/sole proprietor or single-member LLC				
cifi	Other (see instructions)		(Applies to accounts mainta	ined outside the U.S.)	
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	and address (optional)		
See	5718 Airport Freeway				
0)	6 City, state, and ZIP code				
	Haltom City, TX 76117				
	7 List account number(s) here (optional)				
Pai	rt I Taxpayer Identification Number (TIN)				
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid		curity number		
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	a			
TIN, I	ater.	or			
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and			er identification number		
Numk	ber To Give the Requester for guidelines on whose number to enter.	7 5	-		
Par	t II Certification		, , , , ,		
Unde	r penalties of perjury, I certify that:				
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting for a nu	umber to be iss	sued to me); and		
	m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have the subject to backup withholding as a result of a failure to report all interest or d				

- no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	
Here	

Signature of U.S. person ▶



11/27/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J-A bank as defined in section 581
 - K-A broker
- $L\!-\!A$ trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

	•
For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Form W-9 (Rev. 10-2018)

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <u>wdol.gov</u>. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

	<u>Vendor Certification</u> : YES , I agree or	
Vendor Certification Item No.	NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with Cooperative Members		
	<u>, </u>	<u>, </u>
By signature below, I certify that the information in this form is true, or my company to make this certification and all consents and agreements		at I am authorized by
Company Name		
Signature of Authorized Company Official		
Printed Name		



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.

1.	List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.
_	
2.	Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.
3.	Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.



4. —	Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.
 .	List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.
6. —	List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.
Qu	signature below, I certify that the information contained in and/or attached to this Proposal Invitation estionnaire in response to the above questions is true and correct and that I am authorized by my mpany to make this certification.
Co	mpany Name
Sig	nature of Authorized Company Official

PROPOSAL INVITATION QUESTIONNAIRE

List the number of years Proposer has been in business and former business names (if applicable).
 Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

 Since 1948, Blackmon Mooring has been providing restoration services. Outside of Texas and Oklahoma, we are known as BMS CAT.

Our company is not for sale, nor is involved in any transaction that would significantly alter our business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

COMPANY DESCRIPTION: Blackmon Mooring was founded in 1948 and from the beginning focused on quality, customer service and growth through providing viable services in the marketplace. As the company grew, it added fire restoration and water damage to its service line and took on a larger array of services to meet the needs of the customer. In 1981, BMS CAT was created to meet the needs of our commercial customers. We were the first to perform large loss commercial restoration through the current mobilization process using supervisors and local labor. BMS CAT was the first company with dedicated management and operations, for mobilization directly to the loss site regardless of location.

MANAGEMENT: Today the company has 17 locations housing equipment and crews. Our group of companies has a global footprint responding to many customers with locations throughout the world. The BMS companies are privately held and continue to be managed by the founding family.

OPERATIONS: Blackmon Mooring & BMS CAT have 17 locations throughout the country. Should an area wide event occur, other locations would supplement with personnel and equipment, such as during Hurricane Harvey in 2017. Each location has a General Manager who is responsible for ensuring the day to day business is profitable. The Sales Manager, is responsible for the location's sales activities from account management to actual loss response. The Operations Manager is responsible for that location's operational response with equipment, crews and supplies. Finally, the Construction Manager is responsible for the recovery once it enters the construction phase.

At corporate, each of these local functions reports to a Vice President who is responsible for their role across several locations. Each of our locations operates within the guidelines set forth by the home office. Accounting is performed for National Accounts at the corporate level. Additionally, if an account has multiple locations that affect more than one of our locations, we have Account Managers who work with the customer and the individual responding locations to ensure seamless response.



With 17 locations throughout the United States, our company has over 1,000 employees nationwide who perform thousands of projects a year on a worldwide basis. Each of our locations houses operations staff, vehicles, equipment, administrative staff and account management staff.

ADDITIONAL INFORMATION: BMS CAT prides itself in providing the highest quality service in the business. We do our best to at all times be cognizant that we are representing our customer and are an extension of your overall brand.

Leadership Bios

JEREMY JAMES EASTERN REGION VICE PRESIDENT

Responsible for the management of six company operations east of the Mississippi River, Jeremy James oversees assets in Atlanta, GA; Boston, MA; Chicago, IL; Cleveland, OH; Nashville, TN and Washington DC. The General Managers in each location report directly to James who directs his region in revenue generation, operational excellence, construction efficiencies, collections of accounts receivables and operating income. Since the summer of 2018, James has lead his team to achieve company objectives.

James started his career in 2011 as the Sales Manager for the Dallas – Fort Worth center. In 2014, he was promoted to General Manager where he led his team to lead the company in revenue and growth.

ROBB CLAY VICE PRESIDENT OF LARGE LOSS

Robb Clay is responsible for overseeing all operational aspects of the Large Loss division along with the company assets in Miami, FL; New York, NY and Orlando, FL. As the leader of the Large Loss division, he coordinates resources on projects that are complex, large or both. He also manages the company Regional Directors who work to provide assistance outside our regional footprint, on complex losses and during area wide disaster response and the General Managers in the three markets he directs.

Clay started with the company in 2001 and has served in various operational roles. He has overseen the company's response to some of the largest area wide disasters ever recorded including Hurricane Harvey, Hurricane Irene, Hurricane Maria, Hurricane Sandy, Hurricane Odile and the Thailand Flooding. Clay has served in his current role since 2010.

COLE COULSON VICE PRESIDENT OF SALES

Responsible for residential and small commercial revenue growth, Cole Coulson works directly with all General Managers, Sales Managers, Emergency Response Coordinators and Project Coordinators to maximize revenue opportunities. In his role as Vice President of Sales, Coulson oversees the company's response to individual losses, insurance referrals and third party administrator (TPA) programs. His efforts in directing the loss response for both residential and small commercial losses allow for continued growth within our target markets.



Since 2011, Coulson has worked as the Vice President of Sales, first for specific locations and later for all locations. He has worked to grow our response to residential insurance programs and TPAs, allowing for continued expansion throughout the country.

KAREE HUGGINS VICE PRESIDENT OF SALES

Karee Huggins is responsible for commercial revenue growth of the National Accounts division and the local Priority Response Coordinators. The Priority Response Coordinators are tasked with managing accounts and producing revenue for commercial emergency services throughout our seventeen locations. The National Accounts team is responsible for overseeing our response to companies who have a nation-wide footprint, specifically within the hospitality, retail, healthcare, document storage, education, and manufacturing, transportation and insurance industries.

Huggins started her career in the National Accounts division in 2006 overseeing the hospitality division. She grew this division to be the leading revenue generating industry in the company. Since accepting the role as Vice President of Sales in 2018, Huggins has worked to increase sales across all industries.

DAVID O'BRIEN CONTROLLER

As the Controller, David O'Brien is responsible for all of the company's accounting and finance functions. Working specifically with the operations and marketing leadership teams, he oversees pricing and profitability models to maximize job and company gross profit. With a staff of over twenty people, he manages payroll, accounts payables, accounts receivables, job accounting and field accounting.

Since 2013, O'Brien has been responsible for the reporting of company financial functions. Initially tasked with the oversight of a portion of the department, he accepted the role of company controller in 2017. Prior to joining the company, O'Brien worked as the controller for a private industrial company in Fort Worth, Texas.

GARY TURNER DIRECTOR OF INFORMATION TECHNOLOGY

Gary Turner is responsible for the management of technology needs across the organization. Along with his six-member team, Gary supports the daily needs through the development of a "help desk." This team is able to manage the company's technology requests twenty-four hours a day, three hundred sixty-five days a year. By ensuring smooth implementation of company software, hardware, IMS proprietary systems and call center operations, Turner enables the day to day productivity across all divisions.

Turner has worked as the Director of Information Technology since 2000 and continues to provide valuable insight as company grows and technology expands. He is currently leading the efforts to implement a new operating and accounting platform to facilitate continued company development.



COLIN TRUDO DIRECTOR OF ORGANIZATIONAL DEVELOPMENT

To facilitate the company growth, the position of Director of Organizational Development was established to enhance the company's training and education at all levels of employment. As the Director of Organization Development, Colin Trudo leads the effort to grow team members throughout the company with industry specific accreditations such as IICRC, NADCA, OSHA, Health and Safety and HIPAA.

Prior to accepting the position of Director of Organizational Development, Trudo held positions as a Project Coordinator, Project Manager, General Manager and Director of Marketing. His knowledge of the industry and its specific requirements make him the ideal person to lead the education of the company's future leaders.

AMANDA SCHOOLER DIRECTOR OF MARKETING

As the Director of Marketing, Amanda Schooler works closely with both Vice Presidents of Sales to offer support for their sales teams. Her efforts are focused on support for front line sales efforts to current and potential customers, improving the company's website Search Engine Optimization (SEO) and increasing the company efforts on social media platforms utilizing Facebook, Instagram, Twitter, LinkedIn, YouTube and Pinterest.

Schooler has worked for the company since 2014 initially focused on the marketing efforts to residential customers. She accepted an expanded role, overseeing the entire company's marketing efforts in the summer of 2018. Prior to joining the company, Schooler supported the marketing efforts for the Fort Worth Convention and Visitors Bureau.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm. Financial Strength & Rating: Blackmon Mooring & BMS CAT collectively produces over \$300,000,000 in revenue each year. As a privately held company we are a non-reporter to Dunn & Bradstreet. Audited Financial Statements can be provided upon execution of a confidentiality agreement.

Bonding Capacity: We have an account in good standing with Argo Surety. The general bonding line of credit established for or available is \$4,000,000 single limit / \$10,000,000 aggregate limit. Surety bonds are subject to standard underwriting at the time of the final bond request.

Insurance Coverage Limits: Higginbotham Insurance Agency provides insurance for Commercial General Liability at \$1,000,000 each occurrence and \$5,000,000 General Aggregate; Auto Liability at \$2,000,000; Umbrella Liability at \$25,000,000 each occurrence and aggregate; Workers Compensation \$1,000,000 each accident, \$1,000,000 aggregate; Pollution Liability \$10,000,000. A copy of our Certificate of Liability Insurance is available upon request.



Bankruptcy, Receivership, Insolvency: No past or present owner, principle shareholder or stockholder, or officer, has been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None

- 5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.
 Blackmon Mooring & BMS CAT have not failed to complete or deliver work, or been terminated for any reason on any contract.
- 6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None





REQUIRED FORMS CHECKLIST (Please check (v) the following)

Completed: Proposer's Agreement and Signature
Completed: Vendor Contact Information
Completed: Felony Conviction Disclosure and Debarment Certification
Completed: Resident/Nonresident Certification
Completed: No Israel Boycott Certification
Completed: No Excluded Nation or Foreign Terrorist Organization Certification
<u>Completed</u> : Historically Underutilized Business (HUB) Certification)
Completed: Construction Related Goods and Services Affirmation
Completed: Deviation/Compliance
Completed: Location/Authorized Seller Listings
Completed: Manufacturer Dealer Designation
Completed: Texas Regional Service Designation
Completed: State Service Designation
Completed: National Purchasing Cooperative Vendor Award Agreement
Completed: Federal and State/Purchasing Cooperative Experience
Completed: Governmental References
Completed: Marketing Strategy
Completed: Confidential/Proprietary Information
Completed: Vendor Business Name with IRS Form W-9
Completed: EDGAR Vendor Certification
Completed: Proposal Invitation Questionnaire
Completed: Required Forms Checklist
<u>Completed</u> : Proposal Specification Form with Catalogs/Pricelists, Detailed Services Information *Catalogs/Pricelists must be submitted with proposal response or response will not be considered.



Proposal Invitation No. 591-19-General Disaster Recovery and Restoration Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered1.)

NOTE: By signing this Proposal, Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, registrations or licenses, necessary for lawful performance of its obligations under this contract. In addition, Proposer agrees to comply with all local ordinances and codes to the extent such are applicable to the services to be performed. Proposer further certifies that Proposer has all authorizations required by, and will comply with any and all rules and regulations established by any federal, state or local authority having jurisdiction over the services to be performed including, but not limited to, any applicable laws, rules and regulations relating to general disaster recovery and restoration services or components thereof, and persons performing duties relating to such services or components. Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, regulatory action, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from the failure of Vendor or its agents, employees, suppliers or contractors or subcontractors to comply with any applicable laws, rules, or regulations.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
1	Catalog/Pricelist for Structural Cleaning and	Please state the discount (%) off catalog/pricelist for Structural Cleaning and Non-Construction Restoration for all Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
2	LIVINGS OF LIISASTERS	Please state the discount (%) off catalog/pricelist for Contents Cleaning For All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
3	Discount (%) Off Catalog/Pricelist for Structure and Content Drying for All Types of Disasters	Please state the discount (%) off catalog/pricelist for Structure and Content Drying For All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
4	ITAL VII I VADE AT I HEZETARE	Please state the discount (%) off catalog/pricelist for Building Deodorization for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		

PROPOSAL NOTE



Proposal Invitation No. 591-19-General Disaster Recovery and Restoration Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered 1.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
5	Discount (%) Off Catalog/Pricelist for Water Extraction for All Types of Disasters	Please state the discount (%) off catalog/pricelist for Water Extraction for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
6	Discount (%) Off Catalog/Pricelist for HVAC Decontamination and Air Duct Cleaning for All Types of Disasters	Please state the discount (%) off catalog/pricelist for HVAC Decontamination and Air Duct Cleaning for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
7	Discount (%) Off Catalog/Pricelist for Shrink Wrap and Contaiment Solutions for All Types of Disasters	Please state the discount (%) off catalog/pricelist for Shrink Wrap and Contaiment Solutions for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
8	Discount (%) Off Catalog/Pricelist for Document Recovery and Restoration for All Types of Disasters	Please state the discount (%) off catalog/pricelist for Document Revcovery and Restoration for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated Catalog/Pricelist MUST be included regarding this service or proposal will not be considered.	%		
9	Discount (%) Off Catalog/Pricelist for All Other General Disaster Recovery and Restoration Services for All Types of Disasters	Please state the discount (%) off catalog/pricelist for All Other General Disaster Recovery and Non-Construction Restoration Services for All Types of Disasters (Water, Fire, Smoke, Storm Damage or similar damage). Detailed information of services and associated pricelist MUST be included regarding this service or Catalog/Proposal will not be considered.	%		

PROPOSAL NOTE

BMS Cat Rate Schedule Page 1 of 9

Time and Materials Rate Schedule

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	НС	OURLY RATE
General Cleaning Laborer	\$	33.50
(New York/California/Wash DC/Boston / Greater New England Area)	\$	36.50
Construction Labor	·	45.00
Management Fee		3.50
Clerical		Cost + 30%
General Restoration Supervisor		70.00
Dehumidification Supervisor/ Tech		70.00
Document Recovery Tech		75.00
Document Specialist		70.00
Remediation Supervisor / Technician		75.00
Resource Coordinator		70.00
Project Accountant		68.00
Electronics Restoration Supervisor / Technician		62.00
Industrial Corrosion Control Supervisor / Technician		60.00
Carpenter		68.00
Framer		68.00
Painter / Drywaller		68.00
Roofing Laborer		68.00
Roofer		80.00
Assistant Project Manager		85.00
Project Manager		95.00
Project Director		105.00
Health and Safety Officer		125.00
Project Consultant		150.00
Project Coordinator		150.00
Technical Consultants / Engineers		Cost + 30%

BMS Cat Rate Schedule Page 2 of 9

B. Other Labor Provisions

These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.

- 2 Standard Hours All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.
- Non-Standard Hours The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
- The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
- 5 Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.
- 6 During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.
- Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.
- 8 In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may charge the cost of labor plus an additional 30% at BMS Cat's discretion

BMS Cat Rate Schedule Page 3 of 9

II. Equipment Rental

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory, specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	1	RATE
Air Compressor, < 10 gal	\$ \$	33.00
Air Compressor - Large	\$	95.00
Air Mover / Carpet Dryer		30.00
Axial Fan		32.00
Blasting Unit - Soda		650.00
Dehumidification Unit - Dri-Tech - or equivalent		175.00
Dehumidification Unit - Phoenix 200 - or equivalent		175.00
Dehumidification Unit - Phoenix 300 - or equivalent		225.00
EDP - Tool Set		30.00
EDP - Instrument Drying Oven		160.00
EDP - High Pressure Sprayer		80.00
Electric Load Panel		50.00
Extraction Unit - LRU		450.00
Fall Protection		30.00
Fans - Industrial		95.00
Foamer		110.00
Fogger - Spray Mist		30.00
Fogger - Thermo-Gen		100.00
Furnace - Portable		72.00
Generator - Less than 10 kW		125.00
HEPA Air Filtration Unit - 2000 CFM		120.00
HEPA Air Filtration Unit - 1000 CFM		100.00
HVAC - Air Tool Kit		30.00
HVAC - Cutting / Spray Kit		30.00
HVAC - Duct Auger		95.00
HVAC - Duct Sweeper		80.00
Hygrothermograph - Recording		30.00
Injectidry Unit		130.00
Interceptor / Flood Pumper		140.00
Lights - Quartz Demolition		25.00
Micromanometer		25.00
Micromanometer - Recording		85.00
Moisture Meter - Penetrating or Non-Penetrating		30.00
Moisture - Thermal Camera		125.00
Negative Air Machine		140.00

BMS Cat Rate Schedule Page 4 of 9

CLASSIFICATION	RATE
Ozone Generator - Model 330	\$ 120.00
Ozone Generator - Model 630	\$ 160.00
Ozone Generator - Model OG-EA	30.00
Pump - Sump	60.00
Radio - Personnel Communication	25.00
Respirator - Full Face	15.00
Respirator - Half Face	10.00
Saw - Cut Off	78.00
Saw - Kett	30.00
Sprayer - Commercial Airless	225.00
Spot Coller- 1 to 2 ton	160.00
Steamatic Extraction System	275.00
Steamatic TMU Extraction System	475.00
Thermohygrometer	30.00
Trailer - Flatbed, Cargo, Reefer	160.00
Truck - Box (inclusive of mileage)	200.00
Ultrasonic Decontamination Vat	90.00
Vacuum - Commercial Canister	30.00
Vacuum - EDP Anti-Static	90.00
Vacuum - HEPA	85.00
Vacuum - Upright	15.00
Van - Cargo / Passenger	125.00
Vehicle - Passanger/Pickup	75.00
Washer - High Pressure	100.00
Washer - High Pressure - Hot	175.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

- 1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
- 2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
- 3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

C. Small Tools

Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

BMS Cat Rate Schedule Page 5 of 9

III. Material Rates - * - represents a proprietary BMS Cat product

A. Material Rates

CLASSIFICATION	RAT	E	uom
Anti-Microbial Sealer	\$	95.00	/ gallon
Adhesive Remover	\$	11.50	-
Alcohol - Isopropyl		27.00	/ gallon
Applicators - 6" Cotton		24.00	/ m
Biocides/Disinfectants		55.00	/ gallon
Bleach		6.00	/ gallon
Box - Book		3.25	/ each
Box - Dish		6.00	/ each
Box - Freeze Dry		3.65	/ each
Brush, Grout		4.90	/ each
Brush, Scrub, Long Handle.		10.50	/ each
Brush, Wire			/ each
Carpet Deodorizer*			/ gallon
Carpet Mask		95.00	
Cartridge - N-95		42.00	
Cartridge - Respirator			/ each
Coil Cleaner* or equivalent			/ gallon
Cotton Cleaning Cloths		8.95	
Desudser			/ gallon
Dry Solvent Stain Remover* or equivalent			/ gallon
EDP - Corrosion Control Lubricant #1* or equivalent			/ gallon
EDP - Corrosion Control Lubricant #2* or equivalent			/ gallon
Emulsifier - Powder* or equivalent		6.00	
Emulsifier - Liquid* or equivalent			/ gallon
Exxpert Formula 828 Concentrate* or equivalent Filter - Carbon			/ gallon / each
Filter - Carbon Filter - HEPA for Air Filtration Unit		49.75 295.00	
Filter - HEPA for Vacuum		295.00	
Filter - Primary			/ each
Filter - Secondary			/ each
Filter - Dehumidification			/ each
Furniture Blocks		90.00	
Furniture Pads		100.00	
Furniture Polish		10.00	
Furring Strips - 1x2		2.95	/ each
Furring Strips - 2x2		4.25	/ each
Glass Cleaner* or equivalent		13.00	/ gallon
Gloves - Cotton		2.75	/ pair
Gloves - Latex		2.80	/ pair
Gloves - Leather			/ pair
Gloves - Nimble Finger (N-Dex)			/ pair
Goggles		5.25	/ each
Inventory Tags		85.00	/ box
Lemon Oil			/ gallon
Lin-Aire Liquid Spray Concentrate* or equivalent			/ gallon
Lin-Aire Absorption Gel* or equivalent		13.00	
Lin-Set D-1* or equivalent			/ gallon
Lin-Set Duct Seal* or equivalent			/ gallon
Lumber - 2x4		0.84	
Lumber - 2x6		1.05	
Mask - N95		37.00	
Mask - Particulate		29.00	/ DUX

BMS Cat Rate Schedule Page 6 of 9

CLASSIFICATION	RAT	E	uom
Mats - Sticky, Wak-off	\$	75.00	/ case
Metal Flashing	\$	55.00	/ roll
Mop Heads		9.75	/ each
Odormatic* or equivalent		60.00	0
Painters Plastic .75 mil		41.00	
Paper - Corrugated		120.00	
Paper - Craft		85.00	
Pigmented Sealer		40.00	U
Plywood OSB, up to 1/2"		44.50	
Plywood OSB, up to 5/8" - 3/4"		55.60	
Polishing Pads Polisher Filter Material			/ box of 20
Polyester Filter Material		98.00 125.00	
Polyethylene Bags - 3-6 mil Poly. Sheeting (8'x200' roll)(2-4 mil)		69.00	
Poly. Sheeting (8 x200 roll)(2-4 mil) Poly. Sheeting (20'x100' roll)(4 mil)		77.00	
Poly. Sheeting (20'x100' roll)(4 mil)		109.00	
Poly. Sheeting (20'x100' roll)(3-6 mil)-fire ret.		159.00	
Pump - Barrel Syphon		15.50	
Reodorant* or equivalent		88.00	
Restoration Sponge			/ each
Roof Felt - 15 lb.		32.50	
Roof Felt - 30 lb.		42.50	
Roofing Cement, Black Tar		24.00	/ gallon
Safety Glasses			/ each
Shrink Wrap		79.00	/ roll
Spray Adhesive		5.50	/ can
Spray Bottle with Trigger		3.50	/ each
Stainless Steel Polish		17.50	/ can
Suit - Tyvek		12.50	/ each
Tape - Boxing		4.50	/ roll
Tape - Duct		7.30	
Tape - Masking		5.95	
Tape - Blue Remediation		9.95	
Tape - Painters		13.25	
Tape - Caution		14.00	
Tape - HVAC, Aluminum		22.00	
Tarp Material			/ sq. ft.
Thermo Fog Spray			/ gallon
Trash Bags - Disposable		35.00	
Tubing - Lay Flat		350.00	
Vinyl & Leather Conditioner* or equivalent Vacuum Bags		22.00 <i>i</i>	/ quart / each
Wipes - Lint free, anti-static		35.00	
Wrap- Bbble, anti-static		84.00	
Zippers - Containment		11.50	
Epporo Containmont		11.50	, caon

BMS Cat Rate Schedule Page 7 of 9

B. Other Material Rate Provisions

 The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or nonaffiliated entity.

- 2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
- 3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- · Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- · Deodorization Requirements
- · Contamination Factors Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

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V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services. will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- · Nature of Damage
- Moisture Saturation
- · Height of Buildings, Ceilings and Affected Space
- · Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

Dehumidification - \$1.50 to \$2.50 per square foot during a 10 to 20 day timeframe Stabilization - \$0.25 to \$0.50 per square foot per week Conditioned Air - \$0.25 to \$0.50 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

VI. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding

BMS CAT shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

BMS Cat Rate Schedule Page 9 of 9

VII. Reimbursables

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.



GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation, and are an integral part of any contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"BuyBoard®" means the internet-based electronic commerce technology provided by the Cooperative's administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" means the Director of Cooperative Procurement identified in this Proposal Invitation (or his/her successor).

"Contract" means the contract between the Cooperative and the successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Proposer's Proposal, and is comprised collectively of the following:

- a) This Proposal Invitation;
- b) Proposer's Proposal;
- c) Notice of Award issued to Proposer by the Cooperative; and
- d) Purchase Order between a Cooperative member and Proposer, and any additional terms, conditions, or instructions agreed to by Proposer, that are consistent with these Terms and Conditions.

"Cooperative" means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, unless a distinction is made otherwise.

"Cooperative member" or "member" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or "Products" (which terms are used interchangeably) means the goods, products, equipment or other commodities that are the subject of this Proposal Invitation.

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"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, addenda, and supplements and/or clarifications.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly signed by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or "Vendor" means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument, including a record of an online order placed through a Vendor website or record of a purchasing card (P-card) purchase, which is used in making a purchase from Vendor under a BuyBoard contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as "approved brands and/or models," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified "approved brand and/or model," Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than "approved brands and/or models." If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded, except as provided for in section E.8 (Substitutions) of these Terms and Conditions.

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The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

<u>NOTE</u>: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the BuyBoard Administrator of the error in writing immediately, but in no event later than the tenth (10th) business day before the Proposal Due Date.

2. Pricing

A "Line Item" Proposal must be for a specific price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions. If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the Proposal in electronic format. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- a) A "cost plus" Proposal will not be accepted;
- b) Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing (freight, transportation and delivery charges are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable.

4. Deviations from Item Specifications or General Terms and Conditions

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

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The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Other than any deviation submitted in writing with the Proposal and <u>accepted by the Cooperative</u>, the Cooperative will hold Proposer accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Proposer's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within 72 hours of the request. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. The Cooperative is not liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The Cooperative will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items will be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal will be an event of default and grounds for termination of the Contract.

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8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.

9. Confidential Information

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. The Cooperative will treat such information as confidential to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. The Cooperative and its Administrator will not be responsible for Proposer's failure to clearly identify information Proposer considers confidential or proprietary. Proposer will be notified of any third party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Proposer may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative in the Proposal Invitation for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Proposer's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted their Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Proposer's behalf and indicate the individual's title. If the BuyBoard Administrator has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the BuyBoard Administrator before the proposal will be released. The decision of the BuyBoard Administrator relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Proposer resubmits a Proposal that was withdrawn and makes any change to any document in the proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Proposer will be deemed to have authorized such change.

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Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative in the Proposal Invitation instructions) at the Proposal Due Date time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Proposer after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Agreement and Signature form, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Proposer's Agreement and Signature form, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

- 1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Proposer, nor any business entity represented by Proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Legal, Ethical, and Other Matters

Proposer agrees and certifies to the following:

- 1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever State or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;

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- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;
- 7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
- 8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 9) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Proposer must sign its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Proposer execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Proposer. A facsimile or imaged signature will be deemed an original.

14. No Reimbursement

Proposer understands and acknowledges the Cooperative will not reimburse or pay Proposer for any expenses Proposer incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Ве	est Value Criteria	Maximum Points
1	Price Competiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
	TOTAL:	100

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The Cooperative's evaluation will include Proposer's responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer's responses to the Proposal Invitation Questionnaire. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative makes competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regards to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety, or may reject any part of a Proposal without affecting the remainder of that proposal, and may award the individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means at the collective disposal of the Cooperative and Cooperative members to evaluate Proposals. The final decision as to the best overall offer, including as to price and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth (5th) business day before the Proposal opening date, and a protest challenging an award decision, including bid evaluations, no later than 5:00 p.m. CST the fifth (5th) business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed purchase order for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members during the Contract

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term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the awarded pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (The BuyBoard) of these Terms and Conditions, all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member.

Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply and that it shall not seek to impose on a Cooperative member additional terms and conditions or ancillary agreements that are inconsistent with, or intended to supersede these Terms and Conditions. Any attempt by a Vendor to impose terms and conditions on a Cooperative member that are inconsistent with or intended to supersede these Terms and Conditions which were not submitted by Vendor as a deviation with its Proposal and approved by the Cooperative shall be an event of default under the Contract and grounds for termination of Vendor's Contract. However, a Cooperative member may add terms to a Purchase Order that are consistent with these Terms and Conditions and are acceptable to Vendor, including negotiating a supplemental or ancillary agreement with Vendor containing additional terms and conditions for a specific purchase or purchases that are consistent with these Terms and Conditions. A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy. Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information. To the extent of any conflict between these Terms and Conditions and requirements contained in any Cooperative member Purchase Order or supplemental/ancillary agreement, the stricter requirements on the Vendor shall apply. In the event of differing but equally stringent requirements, the Cooperative member Purchase Order or negotiated additional terms and conditions shall govern over the requirements in the Proposal Invitation.

2. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards, with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended.

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Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal), and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance, and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A vendor failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor.

In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month to month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the awarded pricing does not increase during such extension.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Conformity to Item Specifications and Contract Award

Vendor warrants that the products or services Vendor provides under the Contract conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and are free from all defects in material, workmanship and title. If Vendor deviates from an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the purchase order, at no cost or penalty to the member. Vendor further warrants that all products provided under the Contract meet applicable OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If awarded products are chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing may include line item pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation. Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.

For awards based on discount off catalog or pricelist, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, and shall provide upon request such supporting manufacturer documentation as the Cooperative may require. Such pricelists or catalogs must be provided in the same format required by the Proposal Invitation for catalogs and pricelists submitted

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with Proposals. All pricelist or catalog changes must be supported by manufacturer price changes or similar market changes. The Cooperative reserves the right to reject any or all catalog or pricelist price changes as it deems to be in the best interest of and to provide best value to Cooperative members. Unless otherwise provided in the Proposal Invitation, no catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted within 180 days of Vendor's Proposal submission or within 180 days of submission of a prior revised catalog or pricelist. Updated pricelists or catalogs must be limited to awarded products or the pricelist or catalog may be rejected by the Cooperative in its entirety. Vendor must provide the Cooperative with prior notice of catalog and pricelist changes. Until such time as updated pricelists have been submitted to the Cooperative, or in the event the Cooperative rejects or determines further information is required before accepting a revised catalog or pricelist, Vendor shall be required to continue to apply the prior catalog or pricelist pricing, with applicable discount, to Cooperative members.

For awarded pricing based on hourly labor rates, Vendor may not exceed the awarded pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed require higher rates. In such event, the Vendor must notify the Cooperative and provide documentation supporting the required labor rate increase.

All awarded discounts must remain firm during the Contract term.

In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

During the Contract term, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for awarded products or services based on volume or other factors.

If it is determined that a Vendor has sold products or services to Cooperative members through the Contract at a price higher than the applicable awarded pricing, Vendor shall be in default of its Contract and subject to termination.

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all products must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (b) are itemized and shown separately on the member's invoice; and (c) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the proposal (as a deviation) or the Purchase Order, Vendor must deliver or

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provide awarded products or services within ten (10) business days after receipt of a Cooperative member's purchase order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up products on an "over the counter" basis must be available for the majority of the awarded products. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

Packing lists or other suitable shipping documents must accompany each shipment and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing and must not be separately itemized in the invoice.

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code.) A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a member's purchase order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must pick up and replace the defective product within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

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8. Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified for categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued. If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog of products within the same Proposal Invitation specifications and category(ies) for which Vendor was awarded, Vendor may substitute the replacement product for the awarded product. Vendor shall submit supporting documentation to the Cooperative regarding any substitutions. The Cooperative reserves the right to reject, in its sole discretion, any substitution.

9. Product and Service Guarantees and Warranties

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product, as well as the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions or unless a different warranty is required by a Cooperative member Purchase Order or supplemental contract, a minimum of a ninety (90)-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member.

Vendor shall respond to any reasonable requests for information from the Cooperative, its administrator, or a Cooperative member in regards to concerns regarding public health or safety regarding awarded products, including such documentation as may be reasonably requested. In the event of any product recalls affecting awarded products, as soon as practicable, Vendor shall notify in writing both the Cooperative and any Cooperative members who made purchases from Vendor for such recalled products of the recall and proposed action. At a minimum and without waiving any other requirements under law or Cooperative member purchase order, Vendor shall be required with respect to purchasing Cooperative members to take all action required by law or any greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all awarded items and must be able to respond to orders in a timely manner. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative's administrator the information required on the

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Manufacturer Dealer Designation form contained in the Proposal Invitation, and/or such other form or information as the Cooperative's administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all of its obligations under the Contract, and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy of, maintaining, and updating the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. The BuyBoard

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). Except as expressly authorized in writing by the Cooperative's administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member, and a Cooperative member that wishes to procure goods or services under the Contract will initiate a Purchase Order through the BuyBoard, which will be transmitted to Vendor or Vendor's Designated Dealer(s). All Purchase Orders generated by or under the contract must be processed through the BuyBoard. To the extent that a Vendor or a Vendor Designated Dealer erroneously processes a Purchase Order received directly from a Cooperative member without express written authorization from the Cooperative's administrator, such actions may be considered in breach of Vendor's obligations under the Contract but shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase, the intent of the Cooperative member to purchase through the Cooperative contract being paramount. Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders, and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard. To the extent that a Vendor is authorized in writing by the Cooperative administrator to process a Purchase Order received directly from a Cooperative member, Vendor shall be required to comply with all conditions imposed by the Cooperative as a part of such authorization.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

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Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing no later than the 90th day after the original invoice date (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf including, if Vendor is a manufacturer, any Designated Dealer(s) of Vendor's products. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

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14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax exempt status by including tax exemption information or tax exemption certificate with the purchase order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including court costs and attorney's fees, arising out of or resulting from any acts or omissions of Vendor or its agents, employees, suppliers or contractors or subcontractors in the execution of or performance under the Contract or a purchase order, as applicable.

17. Intellectual Property Infringement

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative or a Cooperative member that alleges that all or any part of the products supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product and refund the purchase price (less reasonable depreciation for use.)

18. Remedies for Default and Termination of Contract

Except as otherwise provided for in these Terms and Conditions, either party may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- a) Delivery of product or services that fail to meet the item specifications;
- b) Delivery of product or services that are defective or substandard or fail to pass product inspection;

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- c) Delivery of a product substitution, except as specifically authorized;
- d) Failure to meet required delivery schedules;
- e) Failure to timely supply the awarded products or services at the contract price;
- f) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, it parent company, or affiliates;
- g) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative including, but not limited to, information requested under section E.12 of these Terms and Conditions;
- h) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative's administrator;
- i) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- j) Selling non-awarded goods or services under the Contract or any other BuyBoard contract with Vendor; or
- k) Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative or its administrator may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer from the BuyBoard website, or require removal of an awarded product with or without prior notice to Vendor, if the Cooperative or its administrator determines that a breach under the Contract or any other BuyBoard contract with Vendor, including nonpayment of service fees, or a potential public health, policy, or safety issue warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members.

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default, but may terminate a Purchase Order or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a member Purchase Order or supplemental contract. Additionally, the Cooperative and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs.

Neither the Cooperative nor a Cooperative member will be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

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In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for products and services sold to Cooperative members prior to such termination.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. Neither the Cooperative nor a Cooperative member will be responsible for any cost incurred by Vendor because of the Force Majeure event unless the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regards to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the person to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including awarded pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an awarded product for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State

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Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation - Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

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8. Non-Appropriations Clause

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures

Except as required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided by facsimile or as an imaged document, and an electronic, facsimile or imaged signature shall be deemed an original.

12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

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Commissioners Court - Regular Session

Meeting Date: 01/14/2020

Consider Awarding IFB 2396 Fog Seal

Submitted For: Randy Barker Submitted By: Johnny Grimaldo,

Purchasing

19.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB 2396 Fog Seal Stonewall Ranch, to the lowest and responsible bidder, Alpha Paving Industries LLC.

Background

Williamson County received only one responsive bid from Alpha Paving Industries LLC, in the amount of \$204,371.50. The Contractors base bid is \$1,911.50 below the Engineer's estimate resulting in a cost decrease of 0.93%. In addition to meeting the bid qualifications subject to being overall best bidder, Alpha Paving Industries LLC has performed similar work on other projects and received positive references from those contacted. Based on the bid and past favorable experience with bidder, the Road and Bridge Department recommends award to Alpha Paving Industries LLC the contract for the Fall 20019 Fog Seal (Stonewall Ranch) project. Department point of contact is Kon Kwan. Funding Source for FY 2020-01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recorded Statement of opening Offers Recommendation Letter Ensuing Agreement

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 01/09/2020 11:10 AM County Judge Exec Asst. Andrea Schiele 01/09/2020 11:26 AM

Form Started By: Johnny Grimaldo Started On: 01/02/2020 10:38 AM

Final Approval Date: 01/09/2020

Recorded statement of opening offers

SOLICITATION NAME: IFB Fall 2019 Fog Seal

(Stonewall Ranch)

DATE & LOCATION OF OPENING: Dec 12 2019 3:00 PM

Georgetown

LINKED LOTS:

COMPANY NAME: Williamson County

ADDRESS: 100 Wilco Way, Suite P101

TX 78626, Georgetown, US

CONTACT PERSON: Johnny Grimaldo

JOB TITLE CONTACT PERSON: Purchasing Specialist III

SHORT DESCRIPTION: SOLICITATION NOTICE:

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

Williamson County prefers and request electronic submittal of this Bid. However paper bids will currently still be received. Instruction for submission via hard-copy are included in this IFB.

GENERAL INFORMATION:

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-desacs for Fall 2019.

INITIAL CONTRACT TERM:

One Year Term

RENEWAL OPTIONS:

No Renewals

PRE-BID MEETING:

Optional Pre-Bid Meeting on Wednesday November 27, 2019 at 10:00 am at the Road and Bridge Conference room located 3151 SE Inner Loop, Georgetown Texas.

PARTICIPATION:

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

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

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

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

SUPPORT

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

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

SUPPLIERS

NAME SUPPLIER	ADDRESS	
Alpha Paving Industries LLC	PO Box 6565 78683, Round Rock, US	
Solicitations and lots	Price	Submission
2396 IFB Fall 2019 Fog Seal (Stonewall Ranch)	\$204,371.50	12/12/2019 1:12:16 PM

Signature:	
	Johnny Grimaldo
Location:	
Date:	



December 23, 2019

Mr. Randy Barker Director/Purchasing Agent 100 Wilco Way Georgetown, Texas 78626

Subject: Recommendation for IFB #2396 – Fall 2019 Fog Seal (Stonewall Ranch)

Below is the bid tabulation for the subject-referenced project. The bid has been reviewed and the apparent overall best value for the IFB #2396 – Fall 2019 Fog Seal (Stonewall Ranch). The bid (Alpha Paving Industries LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid total:

1. Alpha Paving Industries LLC - \$204,371.50

The Contractor's base bid is \$1,911.50 below the Engineer's Estimate, a cost decrease of 0.93%.

In addition to meeting the bid qualifications subject to being overall best value bidder, Alpha Paving Industries LLC has performed similar work on other projects and received positive references from those contacted. Based on the bid of \$204,371.50 and the passed favorable experience with the bidder, I recommend to the Williamson County Commissioners' Court that they award Alpha Paving Industries LLC the contract for the Fall 2019 Fog Seal (Stonewall Ranch) project.

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

Sincerely,

. Terron Evertson, P.E.

County Engineer Williamson County



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Alpha Paving Industries, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 2396, Fall 2019 Fog Seal (Stonewall Ranch); including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Hundred Four Thousand Three Hundred Seventy One Dollars and Fifty Cents (\$204,371.50) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 2396, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

- **4.3 Final Completion.** The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.
- **4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day** (\$200/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.
- **6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.
- 6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.
- **6.5** As part of Contractor obligation to coordinate the Work, Contract shall:
 - a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
 - k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

- 6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.
- 6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

- **6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.
- **6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

- **6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.
- **6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.
- **6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

- **8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.
 - **8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:		\$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

Aggregate policy limits	No aggregate limit		
Property damage	\$1,000,000	\$1,000,000	
Bodily injury (including death)	\$1,000,000	\$1,000,000	
COVERAGE	PER PERSON	PER OCCURRENCE	

e. Builder's Risk Insurance (all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- 1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
- 2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- f. Umbrella coverage in the amount of not less than \$1,000,000.
- **8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- **8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- **8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

- **8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- **8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- 8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

- INDEMNIFICATION EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.
- 8.2.2 INDEMNIFICATION OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.
- **8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

- **9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.
- **9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

- 10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.
- **10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

- **11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
- **11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.
- 11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.
- **11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.
- **11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- **11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.
- 11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.
- **11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.
- **11.11** No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- **11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- **11.14** Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.
- 11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- **11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- 11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.
- **11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- **11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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

OWNER:	CONTRACTOR:
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Alpha Paving Industries, LLC.
Ву:	By: Infreb
Printed Name:	Printed Name: D. Andrew Kim
Title:	Title: President
Date:	Date: 1-7-2019
Party Representatives	
Owner's Designated Representative ("ODR"):	Contractor's Designated Representative:
	Andrew Kim
PhoneFax	Phone 512-801-5552 Fax 512-677-9002

Commissioners Court - Regular Session

Meeting Date: 01/14/2020

1811-275 Signs and Markers renewal 1 option period

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

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Signs and Markers contract 1811-275, renewal option period 1, for the same pricing, terms and conditions as the existing contract for line items as awarded with Vulcan Signs, Dobie Supply LLC, Avery Dennision, and Pathmark Traffic Equipment LLC, for the term of January 22, 2020 - January 21, 2021.

Background

The Road and Bridge department submitted Vendor Performance Reports (VPR) that reflected that each vendor met our requirements on this contract, and requests renewal for the first option period. This was included and approved in the FY20 budget under Signs and Markers 01.0200.0210.003553. The department point of contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1811-275 renewal 1 with Dobie Supply LLC

1811-275 renewal 1 with Avery Dennison

1811-275 renewal 1 with Pathmark Traffic Equipment LLC

1811-275 renewal 1 with Vulcan Signs

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 01/09/2020 11:11 AM County Judge Exec Asst. Andrea Schiele 01/09/2020 11:32 AM

Form Started By: Dianne West Started On: 01/08/2020 11:28 AM

Final Approval Date: 01/09/2020

20.



Purchase/Contract Type:	Material	Department:	Road & Bridge	
Vendor Name:	Dobie Supply, LLC			
Vendor Address: 3809 S 2 nd Street, #D200, Austin, TX 78704				
Purpose/Intended Use of Product or Service (summary):				
Signs and Markers				
P.O./Contract Number:	1811-275 Effective Date: 01/22/2020			
Purchaser/Contract Specialist:	Dianne West	Expiration Date:		01/21/2021
Requested By:	Terron Evertson, Departm			04/24/2021
Detailed description of renewal of pro				
 Williamson County wishes to exte 	nd this bid/proposal as aw	rarded, for the san	ne pricing terms an	d conditions as the
existing contract.	•••		to brough round dir	d conditions as the
 Please include the following: 				
 Completed Texas Ethics Comm 	ission Form 1295; And			
- Renewed Certificate of Insurar	nce if it was required in bid/	proposal.		
 Extend Contract for the 1st of two 	(2) one-year renewal optic	n periods:		
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Initial Contract Period	· · · · · · · · · · · · · · · · · · ·			
Initial Contract Period January 22, 2019 – January 21, 2020				
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	IN TO THE PERMANA CAL PACE	INDION DET COT F	IEKENY	
Vendor Dobie Supply	···	Williamson Co	ounty, 710 Main St., Geo	rgetown, TX 78626
Name Valera Byrd		Bill Gravell		
Title Sales Manager	**	Williamson (County Judge	
SIgnature Juliul	→	, Signature		
Date 1-7-2020	/			
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Purchase/Contract Type:	Material Department: Road & Bridge				
Vendor Name:	Avery Dennison				
Vendor Address: 7543 N Natchez Ave., Niles, IL 60714					
Purpose/Intended Use of Product or Service (summary):					
Signs and Markers		- 1994-GBAN 9-Moneum saka-999-Wildem-ccaccoccus Gundung yn yn yngaegogeraech			
P.O./Contract Number:	1811-275	Effective Date:	01/22/2020		
Purchaser/Contract Specialist:	Dianne West	Expiration Date:			
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vendor Avery Dennison	_	Williamson Co	ounty, 710 Main St., Georgetown, TX 78626		
Name Van Zam Da	, there	Bill Gravell			
Title Sales Director	_	Williamson C	County Judge		
Signature /h		Signature			
Date <u>1-6-20</u>					
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Purchase/Contract Type:	Material	Department:	Road & Bridge			
Vendor Name:	Pathmark Traffic Equipment, LLC					
Vendor Address: P O Box 1066, San Marcos, TX 78867						
Purpose/Intended Use of Product or Service (summary):						
Signs and Markers	Signs and Markers					
P.O./Contract Number:	1811-275	Effective Date:	······································	01/22/2020		
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	**************************************	01/21/2021		
Requested By:	Terron Evertson, Departm	ent Director	**************************************			
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- Renewed Certificate of Insurar	nce If it was required in Bid,	/Proposal.				
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BY SIGNING BELOW, THE PARTIES AG	REE TO THE TERMS OF EXT	ENSION SET OUT	HEREIN	**************************************		
Vendor_Pathmark Traffic Equipment		Marile				
		williamson C	ounty, 710 Main St., Ge	orgetown, TX 78626		
Name_Rick Brushaber	*******	Bill Gravell				
Title General Manager	oonsee	Williamson	County Judge			
Signature Signature Signature						
Date 01/03/2020						
VILL VIIVIEVED	7-M-1804	nate	***************************************	***************************************		



			ounty contract		
Purchase/Contract Type:	Material	Department:	Road & Bridge		
Vendor Name:	Vulcan Signs				
	Vendor Address: P O Box 1850, Foley, AL 36536				
Purpose/Intended Use of Product or	Service (summary):				
Signs and Markers					
P.O./Contract Number:	1811-275	Effective Date:		01/22/2020	
Purchaser/Contract Specialist:	Dianne West	Expiration Date:		01/21/2021	
Requested By:	Terron Evertson, Departm	nent Director		01/21/2021	
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- Renewed Certificate of Insurar	nce if it was required in bid/	proposal.			
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Renewal Option Period 1	January 22, 2020 – January 21, 2021				
Initial Contract Period	January 22, 2019 – January 21, 2020				
BY SIGNING BELOW, THE PARTIES AGE	REE TO THE TERMS OF EXTE	ENSION SET OUT H	EREIN		
Vendor Vulcan Signs	-	Williamson Co	unty, 710 Main St., Geor	rgetown, TX 78626	
Name_David B. Beviacqua	_	Bill Gravell			
Title General Manager Williamson County Judge					
Signature / Signature					
Date	Date				
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Commissioners Court - Regular Session

Meeting Date: 01/14/2020

Award 1963 RFQ

Submitted For: Randy Barker Submitted By: Johnny Grimaldo,

Purchasing

21.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ 1963 Professional Engineer - RM2243 from 183A to Southwest Bypass, to BGE Inc., and authorizing execution of the Engineering Services Contract.

Background

This is for RM2243 from 183A to Southwest Bypass. The RFQ was viewed by 28 firms with 3 firms submitting their qualifications. BGE Inc. was selected by the evaluation team as the highest-ranking firm by their Statement of Qualifications and a contract was successfully negotiated, with TxDOT providing authority to proceed. Work Authorizations will be authorized to the Engineer to perform one or more tasks for Engineering Services. The service contract terms and conditions, along with the firm's fees and rate sheet, are attached. The Maximum amount payable under this contract, without modification, is \$6,700,00.00. The point of contact is Bob Daigh and Funding Source is P326; Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Engineering Contract

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 01/09/2020 11:13 AM County Judge Exec Asst. Andrea Schiele 01/09/2020 11:35 AM

Form Started By: Johnny Grimaldo Started On: 01/09/2020 08:46 AM

Final Approval Date: 01/09/2020

WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

FIRM: BGE, Inc. ("Engineer")

ADDRESS: 101 West Louis Henna Blvd., Suite 400, Austin, TX 78728

PROJECT: RM 2243 ("Project")

THE STATE OF TEXAS

8

COUNTY OF WILLIAMSON

8

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

- A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.
- B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:
 - A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - B. Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 (English units)
 - C. National Environmental Policy Act (NEPA)
 - D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
 - E. Americans with Disabilities Act (ADA) Regulations
 - F. U.S. Army Corps Regulations
 - G. International Building Code, current edition as updated
 - H. Williamson County Design Criteria & Project Development Manual, latest edition
 - I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
 - J. Williamson County Protocol for Sustainable Roadsides, latest edition
 - K. Public Rights-of-Way Accessibility Guidelines (PROWAG)

ARTICLE 2 NON-COLLUSION; DEBARMENT; FINANCIAL INTEREST PROHIBITED; AND CERTIFICATIONS

- A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
 - B. Debarment Certification. Engineer must sign the Debarment Certification

- C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.
- D. Child Support Certification. Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the Contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

E. Boycott Israel.

- 1. Meaning: "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 2. Certification and Prohibition: The Engineer hereby certifies that either (i) it meets an exemption criteria under Government Code Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract.
- F. Conflict of Interest Representation by Engineer. The Engineer represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the County or Texas Department of Transportation (TxDOT) or which in any way conflicts with the interests of the County or TxDOT. The Engineer further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the State of Texas. Specifically, the Engineer certifies that none of the following individuals, nor any or their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code, Section 2261.252(b), in the Engineer: any member of the Texas Transportation Commission, TxDOT's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, or Director of Contract Services. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with TxDOT's interests.

G. Certification Status. The Engineer certifies that it is not:

- 1. a person required to register as a lobbyist under Chapter 305, Government Code;
- 2. a public relations firm; or
- 3. a government consultant.

ARTICLE 3 ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. _____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

- Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.
- Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5 **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached Exhibit D.

The maximum amount payable under this Contract, without modification, is six million seven hundred thousand **Dollars** (\$6,700,000.00) (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in Exhibit B, as authorized by County.

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

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

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

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

ARTICLE 6 METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

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

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

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

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

ARTICLE 7 PROMPT PAYMENT POLICY

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

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

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- **B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

ARTICLE 8 COMMENCEMENT OF ENGINEERING SERVICES

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

ARTICLE 9 PROJECT TEAM

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

Prime Strategies, Inc. Attn: Michael Weaver 1508 South Lamar Blvd. Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; provided, however, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Wesley Jasek
Vice President
101 West Louis Henna Blvd, Suite 400
Austin, TX 78728

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10 PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- **B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11 SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12 ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in Exhibit B, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13 CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14 CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16 PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17 SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18 REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

- **B.** Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.
- C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.
- D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

- E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.
- F. County's Reliance on Engineer. Engineer's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation or approval by the County or its authorized representative nor shall the Engineer be released from any liability by reason of such review, evaluation or approval by the County, it being understood that the County at all times is ultimately relying upon the Engineer's skill, ability and knowledge in performing the Engineering Services required hereunder.

ARTICLE 19 VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20 TERMINATION

This Contract may be terminated as set forth below.

- A. By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21 COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22 INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25 INSURANCE

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

- A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:
 - 1. Worker's Compensation in accordance with statutory requirements.
 - 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 - 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
 - 4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.
- B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

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that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

- D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.
- E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an Arating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.
- G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.
- H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

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

- I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:
 - 1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

With copy to:

Prime Strategies, Inc. Attn: Michael Weaver 1508 South Lamar Blvd. Austin, Texas 78704

- 2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as Exhibit F herein entitled "Certificates of Insurance."

ARTICLE 26 COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28 SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30 ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31 NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge

710 Main Street, Suite 101 Georgetown, Texas 78626 With copy to:

Prime Strategies, Inc. 1508 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver

and to

HNTB

101 East Old Settlers Boulevard, Suite 100

Round Rock, TX 78664 Attn: Richard Ridings, P.E

and to:

Office of General Counsel Williamson County

710 Main Street, Suite 102 Georgetown, Texas 78626

Engineer:

BGE, Inc.____

Attn: Wesley Jasek

101 West Louis Henna Blvd, Suite 400

Austin, TX 78728

ARTICLE 32 GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

- B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

M 12/31/19

- D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.
- E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.
- F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.
- H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.
- I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.
- J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

- K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.
- N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.
- O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34 EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
 - 2. cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS
By:
Bill Gravell Jr., County Judge
ENGINEER
By Waly E. Jack P.E.
Printed Name: Wesley E. Jaseu P.E.
Title: VICE PRESIDENT

Date: 12/31 , 20 14

M 12 31/19

LIST OF EXHIBITS ATTACHED

(1) Exhibit A Debarment Certification

(2) Exhibit B Engineering Services

(3) Exhibit C Work Authorization

(4) Exhibit D Rate Schedule

(5) Exhibit E Williamson County Vendor Reimbursement Policy

(6) Exhibit F Certificates of Insurance

EXHIBIT A DEBARMENT CERTIFICATION

STATE OF TEXAS	8
•	§
COUNTY OF WILLIAMSON	§

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
 - (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BGE, Inc.
Name of Firm/
Charles K. Haus
Signature of Certifying Official
•
Charles R. Harris
Printed Name of Certifying Official
SEALOR.
Executive-Vice President
Title of Certifying Official
October 21,2019
Date

- (2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.
- * federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Charles R. Harris
the Senior Vice President of Both Inc., on behalf of

said firm.



State of Texas

My commission expires: March 13, 2020

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT B - MASTER SERVICES TO BE PROVIDED BY THE ENGINEER DESIGN SERVICES FOR RM 2243

1. PROJECT DESCRIPTION

Existing Facility

RM 2243 is currently a 2-lane, east-west rural roadway.

Proposed Facility

A full access-controlled freeway with 4 to 6 main lanes and 4 to 6 frontage road lanes, with approximately 350 feet of right of way (ROW). This includes ultimate interchanges at 183A, Southwest Bypass and consideration for an interchange at Ronald Reagan.

Design Criteria

Project-specific design criteria (typical sections, design speed, functional classification, geometric criteria, etc.) shall be identified and documented and shall be in accordance with the latest version of Williamson County design criteria, the Texas Department of Transportation (TxDOT) Roadway Design Manual, American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Highway Capacity Manual - Transportation Research Board, AASHTO - A Policy on Design Standards Interstate System, and other associated local and State Manuals, as applicable.

1. PRELIMINARY DESIGN PHASES:

- a. This phase of the project generally consists of preparing documents, reports, and maps. Services may include, but not limited to:
- A. COMMUNICATION:
- B. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS
- C. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN
- D. PROJECT COORDINATION & ADMINISTRATION:
- E. PROGRESS/COORDINATION MEETINGS
- F. PROJECT SCHEDULE
- G. ROUTE AND DESIGN STUDIES
- H. SCHEMATIC DEVELOPMENT:
- I. DRAINAGE STUDY
- I. GEOTECHNICAL SERVICES
- K. PUBLIC INVOLVEMENT
- L. ENVIRONMENTAL IMPACT STATEMENT (EIS)
- M. RIGHT OF WAY (ROW) MAPPING
- N. SURVEYING

2. DESIGN PHASE SERVICES:

- a. This phase of the project generally consists of preparing construction plans, specifications, estimates, and contract documents. Services may include, but are not limited to:
- A. PROJECT MANAGEMENT
- B. ROADWAY DESIGN
- C. DRAINAGE
- D. SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
- E. MISCELLANEOUS
- F. SURVEYING
- G. GEOTECHNICAL
- H. TRAFFIC ANALYSIS
- I. BRIDGE DESIGN
- J. BID PHASE SERVICES

3. BIDDING AND CONSTRUCTION PHASE SERVICES:

- a. This phase of the project generally consists of assisting with the bidding and contract award process, and providing support during construction. Services may include, but are not limited to:
- A. SUPPORTING THE PRE-BID MEETING, BID OPENING, AND PREPARING AWARD RECOMMENDATION
- B. PRE-CONSTRUCTION CONFERENCE
- C. RESPONDING TO RFIS, CHANGE ORDERS, AND REVIEWING SUBMITTALS, AND PREPARING CONSTRUCTION PLAN REVISIONS

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO PROJECT:
This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated, 20 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and (the "Engineer").
Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B' of this Work Authorization.
Part 2. The maximum amount payable for services under this Work Authorization withou modification is
Part 3. Payment to the Engineer for the services established under this Work Authorization shal be made in accordance with the Contract.
Part 4. This Work Authorization shall become effective on the date of final acceptance and ful execution of the parties hereto and shall terminate on
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:	COUNT	ΓΥ:
[Insert Company Name HERE]	William	son County, Texas
By:	By:	
Signature		Signature
Printed Name	-	Printed Name
Title		Title
LIST OF ATTACHMENTS		
Attachment A - Services to be Provided by Coun	ty	
Attachment B - Services to be Provided by Engir	neer	
Attachment C - Work Schedule		

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

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

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

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

EXHIBIT D - RATE SCHEDULE

RM 2243

BGE, Inc	·
CATEGORY	RATE
Principal/ Director	\$290.00
Senior Project Manager	\$235.00
QC Manager	\$270.00
Senior Engineer	\$220.00
Project Engineer	\$195.00
Graduate Engineer	\$130.00
Senior Design Technician	\$164.00
Design Technician	\$120.00
Senior CADD Technician	\$110.00
CADD Technician	\$80.00
Environmental QA/QC Manager	\$235.00
Environmental Task Leader	\$190.00
GIS Technician	\$110.00
Environmental Scientist	\$125.00
Survey RPLS	\$190.00
Survey Technician	\$105.00
Survey Field Crew	\$170.00
Survey Field Crew	\$200.00
Clerical	\$85.00
ROW Documents (Per Parcel)	\$5,800.00

DIRECT EXPENSES (All Consultants)			
Standard Postage (Current Postal Rate)	Current Rate		
Overnight Mail -letter size	At Cost		
Overnight Mail – oversized box	At Cost		
Courier Services	At Cost		
Certified Letter Return Receipt	At Cost		
Photocopies B/W (8.5x11)	\$0.15		
Photocopies B/W (11x17)	\$0.25		
Photocopies Color (8.5x11)	\$0.75		
Photocopies Color (11x17)	\$1.25		
Foam Board Exhibit (36x48)	\$100.00		
Color Graphics on Foam Board	\$18.00		
Presentation Boards – up to 48"x60" color mounted	\$200.00		
Outside Printing – Reports (includes labor and supplies)	\$50.00		
Report Binding and Tabbing (includes labor and supplies)	\$15.00		
Reproduction of CD/DVD	\$5.00		
CD's/DVD's	\$1.00		
Cardstock Color (8.5"x11")	\$0.50		
Notebooks	\$10.00		
4:x5: Digital Color Print	\$0.50		
Bond Paper Plot (Blueline/Blackline)	\$.25		
Card Stock Color (8.5x11)	\$1.10		
Blueline Prints (23x36)	\$0		
Plots (B/W on Bond)	\$1.00		
Plots (Color on Bond)	\$2.50		
Plots (Color on Photographic Paper)	\$9.00		
Laminations	\$5.00		
Lodging/ Hotel (Taxes/fees not included)	Per Vendor Reimbursement Policy		
Lodging/Hotel (Taxes and fees)	Per Vendor Reimbursement Policy		
Meals (excluding alcohol & tips)	Per Vendor Reimbursement Policy		
Mileage	Current Rate		
Rental Car (includes taxes and fees; insurance cost will not be reimbursed)	Per Vendor Reimbursement Policy		

Toll Charges	Per Vendor
	Reimbursement Policy
Air Travel	Per Vendor
	Reimbursement Policy
Oversize, special handling or extra baggage airline fees	At Cost
Parking	Per Vendor Reimbursement Policy
Rental Car Fuel	Per Vendor
remai car ruci	Reimbursement Policy
Taxi/Cab Fare	Per Vendor
	Reimbursement Policy
Materials and Shipping	\$35.00
Historical Aerial Images (Photographs, Negatives, Maps)	\$125.00
Aerial Photographs (1" = 5' scale)	\$125.00
Tx Parks and Wildlife Data Request Fees	At Cost
FEMA FIS Backup Data Request	\$400.00
FEMA Maps	\$25.00
Hazardous Materials Database Search	\$750.00
Curator (Drawer & Tx Archaeological Research Lab for artifacts & reports	\$2,250.00
Maps and Map Records	\$100.00
Environmental Database Search	\$900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	\$40.00
TARL Curation Fee	\$500.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	\$50.00
Noise Meter Rental	\$100.00
Railroad – Flagger (service provided by RR)	\$125.00
Railroad – Insurance in addition to STD minimum Required (Minimum coverage of \$1 Million required by RR	\$3,500.00
Railroad – Permit	\$2,500.00
Railroad – Safety Training (if required – Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	\$400.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	\$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	\$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	\$3,500.00

Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel	\$550.00
Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	\$400.00
Flashing Arrow Board	\$300.00
Portable Message Board	\$350.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Geosearch Data Report	\$1,000.00
GPS Daily Rental	\$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	\$50.00
Hydrographics Sonar Equipment	\$1,000.00
Maps Records	\$6.00
Certified Deeds Copies	\$5.00
GPS RTK (rates applied to actual time GPS units are in use)	\$30.00
GPS Static (rates applied to actual time GPS units are in use)	\$30.00
Fathometer	\$100.00
Type II ROW Monument – Excavated/Drilled rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals & labor). Brass Marker supplied by TxDOT	\$240.00
Type II ROW Monument – Poured 2-3 Feet (includes One Call, crew time equipment, materials, rental, labor) Brass Marker supplied by TxDOT	\$290.00
Noise Meter Rental	\$800 Per Each
Hazardous Materials Database Search	\$1,480 Per Each

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.

RM 2243

AmaTerra Environmental, Inc.			
CATEGORY	RATE		
Principal	\$251.00		
Project Manager	\$145.00		
Historical Architect/Historian IV	\$143.00		
Historical Architect/Historian III	\$119.00		
Historical Architect/Historian II	\$89.00		
Historical Architect/Historian I	\$68.00		
Archeologist VI/Sr. Principal Investigator (PI)	\$131.00		
Archeologist V/Associate PI	\$96.00		
Archeologist IV/Field Director	\$94.00		
Archeologist III/Project Archeologist	\$85.00		
Archeologist II/Crew Chief	\$74.00		
Archeologist I/Field Technician	\$67.00		
GIS Specialist	\$109.00		
GIS Technician	\$76.00		
Admin/Doc Production Supvr	\$86.00		
Editor	\$77.00		
Clerical	\$56.00		

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.

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RM 2243

Binkley and Barfield, Inc.			
CATEGORY	RATE		
Principal	\$285.00		
Sr Project Manager	\$260.00		
Sr Engineer	\$201.00		
Project Engineer	\$170.00		
Design Engineer	\$145.00		
EIT	\$130.00		
Production Manager	\$213.00		
Sr CADD /Designer	\$141.00		
CADD/Designer	\$127.00		
CADD Technician	\$104.00		
Sr. Clerical / Administrator / Document Specialist / Recordkeeper	\$89.00		
Clerical / Administrator	\$83.00		
3D Modeling (Per day)	\$810.00		

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RM 2243

CATEGORY	RATE
Principal	\$271.00
Senior Project Manager	\$271.00
Project Manager	\$240.87
Senior Engineer	\$180.66
Project Engineer	\$165.59
Design Engineer	\$143.01
Engineer In Training	\$105.37
Senior Engineer Tech	\$82.80
Engineer Tech	\$46.97
Admin/Clerial	\$72.28
DIRECT EXPENSES	
Mobilization and Demobilization (LS)	\$500
Support Vehicle (per day)	\$250
Soil Drilling and Sampling (Cohesive soils): Continuous in the upper 10 ft and at 5ft intervals thereafter. Spt samples in granular soils. (per foot)	\$28
Rock Coring (per foot)	\$42
TCP Tests (at 5ft intervals) (ea)	\$15
Backfill with soil cuttings/grouting with Bentonite chips (per foot)	\$8
Per Diem (each 2-person drilling crew)	Per Vendor Reimbursement Policy
Moisture Content (ASTM D2216) ea	\$10
Atterberg Limits (ASTM 4318) ea	\$80
Percent Passing No. 200 Sieve (ASTM D1140) ea	\$42
Sieve Analysis (ASTM D4222) ea	\$95
Unconfined Compressive - Soil (ASTM D2166) ea	\$70
Unconfined Compressive - Rock (ASTM 7012) ea	\$75
Consolidated - Undrained Compression Test with Pore Pressure, Muliti-sample, 3 per failure envelope (includes DUW & Stress- Strain Curves) ASTM4767 ea	\$1400
Consolidation, Incremental Loading (ASTM 2435) ea	\$500

Corrosion Suite (Sulfates, Chlorides, and PH) ea	\$175
Resilent Modulus (RM), Minimum of 4 tests ea	\$650
Standard Proctor (ASTM 698) ea	\$250
Utility Locates (per boring) ea	\$25
Traffic Control (per boring) ea	\$2300
Sample Storage (per month)	\$500

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RM 2243

CATEGORY	RATE
RPLS Project Manager	\$203.46
RPLS Task Leader	\$155.58
Senior Survey Tech	\$113.70
Survey Tech	\$104.72
Senior GIS Operator	\$113.70
GIS Operator	\$92.75
GIS Technician	\$83.78
Flagger	\$56.85
Abstractor	\$68.82
Survey Field Crew (1-Person)	\$105.00
Survey Field Crew (2-Person)	\$160.00
Survey Field Crew (3-Person)	\$180.00
Survey Field Crew (4-Person)	\$205.00
ROW Documents (Per Parcel)	\$5,800.00

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RM 2243

JMT			
CATEGORY	RATE		
Senior Advisor	\$235.00		
Senior Project Manager	\$225.00		
Senior Professional 2	\$210.00		
Senior Professional 1	\$185.00		
Professional 2	\$160.00		
Senior Engineering Technician	\$155.00		
Professional 1	\$125.00		
Engineering Technician	\$120.00		
Admin/Clerical	\$68.00		

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RM 2243

RPS		
CATEGORY	RATE	
Principal	\$300	
Project Director	\$280	
Senior Project Manager	\$230	
Project Manager	\$180	
Senior Project Engineer	\$170	
Senior Designer	\$150	
Project Engineer	\$140	
Associate Engineer	\$110	
Designer/CAD Tech	\$100	
Environmental Department Manager	\$284	
Senior Environmental Planner	\$267	
Environmental Scientist	\$153	
Environmental Planner I	\$105	
Environmental Planner II	\$117	
Environmental Planner III	\$216	
Senior Biologist	\$252	
Biologist	\$180	
Project Accountant	\$100	
Project Administrator	\$90	
Administrative Assistant	\$80	

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SAM, LLC RATE SCHEDULE September 23, 2019

CI	IR\	/FVI	NG	CFR\	/ICES:
ЭL	JRI	/ C T I	IIVG	SELV	/ICES.

Principal	\$215.00 perhour
RPLS Project Manager	\$175.00 perhour
RPLS Task Leader	\$158.00 perhour
Senior Survey Technician	\$98.00 per hour
SurveyTechnician	\$89.00 per hour
2-Person Survey Crew	\$140.00 perhour
3-Person Survey Crew	\$165.00 perhour
Administration / Clerical Support	\$68.00 per hour

SURVEY EQUIPMENT:

GPS Receiver	\$25.00 per hour
ATV or Utility Vehicle	\$75.00 per day

GEOSPATIAL SERVICES:

Principal	\$215.00 perhour
Senior Project Manager	\$205.00 perhour
Project / Acquisition Manager	\$165.00 perhour
Pilot	\$130.00 perhour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	\$195.00 perhour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	\$325.00 perhour
Photogrammetrist / Project Lead	\$115.00 perhour
Acquisition / Calibration / Aerial Triangulation Technician	\$98.00 per hour
LiDAR / Photogrammetry Technician	\$95.00 per hour

GEOSPATIAL EQUIPMENT:

Aerial LiDAR System 1560I (Equipment Only)	\$1300.00 per hour
Aerial LiDAR System HARRIER 68I (Equipment Only)	\$700.00 perhour
Mobile Mapping System	\$750.00 perhour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$200.00 perhour
HDS LaserScanner	\$100.00 perhour
High Rail Equipped Vehicle	\$10.00 per hour
WeatherStation	\$10.00 per hour
Oblique HD Camera System – Manned Aircraft	\$30.00 per hour
Video Camera System – Manned Aircraft	\$5.00 perhour
360° Camera System – Terrestrial or Marine Stand Alone	\$100.00 perhour
Helicopter (Turbine Engine Powered)	\$1,450 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 perhour
Fixed Wing Twin Engine	\$960.00 perhour
Fixed Wing Single Engine	\$600.00 perhour
M600 Unmanned Aerial System-Video / Still Photos	\$150.00 perhour
M600 UAS Standby – Video / Still Photos	\$75.00 per hour
VAPOR Unmanned Aerial System – IR / Corona / LiDAR	\$500.00 perhour
VAPOR UAS Standby – IR / Corona / LiDAR\$	200.00 per hour



GPS Receiver (Equipment Only) \$25.00 per hour Geospatial Work Station \$15.00 per hour

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:

Principal	\$225.00 perhour
Sr. Project Manager	\$190.00 perhour
Project Manager	\$175.00 perhour
Sr. Engineer (PE)	\$161.00 perhour
Engineer	\$130.00 perhour
Graduate Engineer	\$110.00 perhour
Senior Utility Coordinator	\$159.00 perhour
Utility Coordinator	\$136.00 perhour
Jr. Utility Coordinator	\$110.00 perhour
Sr. Engineer Tech	\$120.00 perhour
EngineerTech	\$99.00 per hour
Field Coordinator (Not Including Office Support)	\$110.00 perhour

VACUUM EXCAVATION SERVICES

DESCRIPTION	UNIT	RATE
VAC CREW RATE (includes 1 Unit with 2-Man Crew)	PER HOUR	\$258.00
OVERTIME RATE (Weekends & work exceeding 8 hours per day)	PER HOUR	\$277.00
MOBILIZATION	PER HOUR	\$157.00
BACKFILL MATERIAL (Delivered to site if hydro vac)	CU YARD	Cost plus 10%
BACKFILL LABOR (includes pneumatic tamping in 6-in lifts)	PER HOUR / PER MAN	\$89.00
CHASE TRUCK (required for safety and/or materials)	PER HOUR	\$21.00
TRAFFIC CONTROL (standard cones and warning signs)	PER DAY	\$104.00
*PER DIEM (required if work requires overnight accommodations)	PER NIGHT / PER MAN	Per Vendor Reimbursement Policy

^{*}Per Diem rates may change depending on location and availability of accommodations. This is a general number to be used for estimate purposes.

See Also "SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES"



SUE OTHER DIRECT COSTS:

Ground Penetrating Radar (Adder to Designating Crew Rate)	\$415.00 / Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	\$37.00 / Day
Flashing Arrow Board, warning signs w/stands and traffic cones	\$40.00 / Day
Geophysical Locating Equipment	\$21.00 / Day
GPS Receiver	\$26.00 / Day
ATV or Utility Vehicle	\$78.00 / Day
Environmental Supplies (Paint, Flags, Lath, Stakes)	\$26.00 / Day
Coring Rig	\$366.00 / Day
Agency As-built Information (Reproduction) Fees	\$10.00 / Copy
Additional Vehicle (Required for safety or materials)	\$209.00 / Day
Mobilization/Demobilization Fee (Less than 200 miles)	\$600.00 each
Mobilization/Demobilization Fee (Greater than 200 less than 400 miles)	\$1130.00 each
Mobilization/Demobilization Fee (Greater than 400 miles)	\$3.13 per mile
Metered Water for Hydro-Vac Services	At Cost plus 10%
Imported or Select Backfill Material At Cost plus 10%	
Flowable Fill Backfill Material	At Cost plus 10%
Hydro Vac Spoils Containment & Processing	At Cost plus 10%
Specialized Traffic Control	At Cost plus 10%
Excavation/Designating Permit FeesAt Cost plus 10%	
Other SUE related Activities	At Cost plus 10%

Local Mobilization / Demobilization Fee Applies at the rate of once per project assignment. Minor / Standard Traffic Control is included (consists of warning signs and cones). Lane Closures requiring Flashing Arrow Board(s) is additional. Complex or Specialized Traffic Control is additional.

It is the clients responsibility to provide a dump site or a vacuum box/containment vessel for removal of Hydro Vac spoils if no dump site is provided by Client.

Paved areas may require coring to perform vacuum excavation services. In such cases SAM will provide a Core Rig and Operator. Core rig rate includes materials & equipment to replace and set core (keyhole) following vacuum excavation completion.

SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES:

Hydro Vac Services will require metered water recharge fees and authorized spoils disposal locations. All excavated material remains the exclusive property of the client or project owner upon whose land, easement or ROW wherein the excavations are performed. The project owner understands and acknowledges that Hydro Excavation indicates and includes the use of water to aid in the vacuum excavation process and that the resulting excavated materials may be oversaturated with water as a result of the hydro vac process.

If the project requires backfilling with material other than the material excavated via the hydro vac process, such as flowable fill or select backfill, the project owner will be required to provide a spoils box, vacuum box, or stockpiling location within or reasonably close to the project site for the purpose of



holding the hydro vac excavated materials. SAM can provide a vacuum box/containment vessel from a third party environmental services company for removal of Hydro Vac spoils if no dump site is provided by Client. SAM will request a fee proposal from environmental services company and the cost of vac box and spoils disposal will be passed through to client at cost plus 10% based on the fee proposal provided by the environmental services company.

The project owner is required to disclose any known or suspected information regarding the project site and its underlying soil conditions such as; chemical, petrochemical, hydrocarbon, asbestos, naturally occurring radioactive materials (NORM) or any other known or suspected contamination within the project site.

When performing hydro excavation in known, suspected or encountered contamination areas, SAM staff shall don additional Personal Protective Equipment (PPE). All costs associated with the use of additional PPE dictated by the site conditions and deemed reasonable and prudent, including wash-down, decontamination or disposal of said PPE, shall be charged to the client/project owner as a direct pass through cost. Examples of additional PPE may include but not be limited to; dust masks, respirators, face shields, protective coveralls, protective gloves and rubber boots.

Pothole or Test Hole Option:

Potholes are strictly the excavation and exposure of the subject facility with a measurement of depth and notation of facility size, type and composition painted on the ground and/or provided in a non-certified report. This report will be provided by Vac Crew onsite upon completion of potholes and typically is handwritten.

Test holes provide the same level of information as pot holes, and are surveyed for a precision x,y & z coordinate and are provided in a test hole report, signed and sealed by an Engineer. Test Holes require survey and Engineer review. Vac Crew, Survey and Engineer fees will be in accordance with the above rates.

UNDERSTANDING OF SUE SERVICES:

- Normal traffic control, for Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc, is considered special traffic control. If special traffic control is to be provided by SAM, LLC, this service will be subcontracted to an approved subcontractor and billed to the Client at cost plus 10%.
- 2. The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
- 3. It is assumed that no contaminated materials are encountered. If contaminated materials or soils is encountered the client will be notified immediately and any remediation will be the clients responsibility and at the clients cost.
- 4. Right of Entry will be provided by the client and all locations must be able to be accessible to the vac truck prior to work beginning. If access issues are encountered, SAM, LLC will notify the client immediately to determine alternatives for accessing the required location and resolved in 24-hours. If unable to resolve access issues in 24-hours, Vac Crew may be demobilized and require a remobilization fee to return to the site once access is established.



Travel:

Cost of mileage on company-owned vehicles, excluding vacuum excavation vehicle, is computed at the current I.R.S. mileage allowance.

Purchased Services:

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

Terms:

The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

Taxes:

Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

CPI Adjustment

The Schedule of Rates adopted in this Contract will remain in force for the twelve (12) month period starting with the effective date of the Contract. Unless otherwise renegotiated, at the end of the first twelve (12) months of the contract, and at the end of each 12 month period thereafter (the "contract anniversary"), the hourly manpower rates and equipment rates charged by Surveying And Mapping, Inc. shall be adjusted by the change in the Consumer Price Index (CPI) for the immediately preceding twelve month period.

As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall mutually designate a substitute Index or formula. In no event shall the next year service fees be less than the prior year.

RM 2243

SWCA	SWCA				
CATEGORY	RATE				
Subject Matter Expert – Tom Allemand (PM)	\$210.00				
Specialist XI	\$187.00				
Specialist X	\$171.00				
Specialist IX	\$153.00				
Specialist VI	\$119.00				
Specialist V	\$109.00				
Specialist IV	\$99.00				
Specialist III	\$89.00				
Specialist II	\$78.00				
Specialist I	\$67.00				
Administrative V	\$89.00				

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RM 2243

WSB & Associates, Inc.					
CATEGORY	RATE				
Principal	\$210.00				
Sr. Project Manager	\$200.00				
Sr Project Engineer	\$195.00				
Sr. Traffic Engineer	\$180.00				
Project Engineer I	\$145.00				
Project Engineer II	\$153.00				
Project Engineer III	\$161.00				
Project Engineer IV	\$170.00				
Graduate Engineer I	\$105.00				
Graduate Engineer II	\$115.00				
Graduate Engineer III	\$125.00				
Engineering Specialist I	\$125.00				
Engineering Specialist II	\$135.00				
Engineering Specialist III	\$145.00				
Engineering Specialist IV	\$155.00				
Project Analyst I	\$104.00				
Project Analyst II	\$112.00				
Office Technician I	\$57.00				
Office Technician II	\$62.00				

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EXHIBIT E

Williamson County Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

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

4. Lodging

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

5. Airfare

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

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Shelly Brandman/Michelle Weweh			
JSI Southwest PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No):		90-4700		
9811 Katy Freeway, Suite 500	E-MAIL ADDRESS: shelly.brandman@usi.com			
Houston, TX 77024	INSURER(S) AFFORDING COVERAGE			
713 490-4600	INSURER A: National Fire Insurance Co. of Hartford			
INSURED	INSURER B : Continental Insurance Company			
BGE, Inc.	INSURER C : American Casualty Company of Reading PA			
Brown & Gay Engineers, Inc.	INSURER D : Lexington Insurance Company			
10777 Westheimer, Suite 400	INSURER E : Valley Forge Insurance Company			
Houston, TX 77042	INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		6075541416	12/31/2018	12/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES [Ea occurrence]	\$1,000,000 \$1,000,000
	CLAIMS-MADE A OCCUR					MED EXP (Any one person)	s15,000
- 1	-					PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$2,000,000 \$
	OTHER: AUTOMOBILE LIABILITY		6075541433	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
1	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	AUTOS ONET						\$
3	X UMBRELLA LIAB X OCCUR		6075541464	12/31/2018	12/31/2019	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,000,000
	DED X RETENTION \$10,000						\$
2	WORKERS COMPENSATION		6075541447	12/31/2018	12/31/2019	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
כ	Professional		031711089	12/31/2018	12/31/2019	\$5,000,000 Per Clair	n
	Liability					\$5,000,000 Anni Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is
provided if required by written contract executed prior to a loss, but limited to the operations of the
Named Insured per policy forms CNA75079XX 10/16, including completed operations (GL); CA2048 10/13 (Auto);
Umbrella Follows Form (CNA88301XX 08/17).

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Williamson County Purchasing Department 100 Wilco Way	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Suite P101	AUTHORIZED REPRESENTATIVE
Georgetown, TX 78626	California

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DESCRIPTIONS (Continued from Page 1)	
Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.	
Blanket Waiver of Subrogation is provided on all policies (including Professional Liability) as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).	
All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non payment of premium, will be given if required by written contract.	
RE: RM 2243 Additional Insured includes: County, its directors, officers and employees.	
•	

Commissioners Court - Regular Session

Meeting Date: 01/14/2020

Discuss consider and take appropriate action on approval of the final plat for the Gonzalez 108

subdivision - Pct 4

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

22.

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Gonzalez 108 subdivision – Precinct 4.

Background

This subdivision consists of 2 lots and no new public roads. Timeline 2019-09-13 – initial submittal of the final plat, 2019-10-11 – 1st review complete with comments, 2019-10-18 – 2nd submittal of final plat, 2019-10-29 – 2nd review complete with comments clear except for OSSF approval, 2019-12-20 – OSSF approval, 2019-01-09 – receipt of final plat with all signatures, 2020-01-09 – final plat placed on January 14, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To Acct No.	Description	Amount
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Attachments

final plat - Gonzalez 108

Form Review

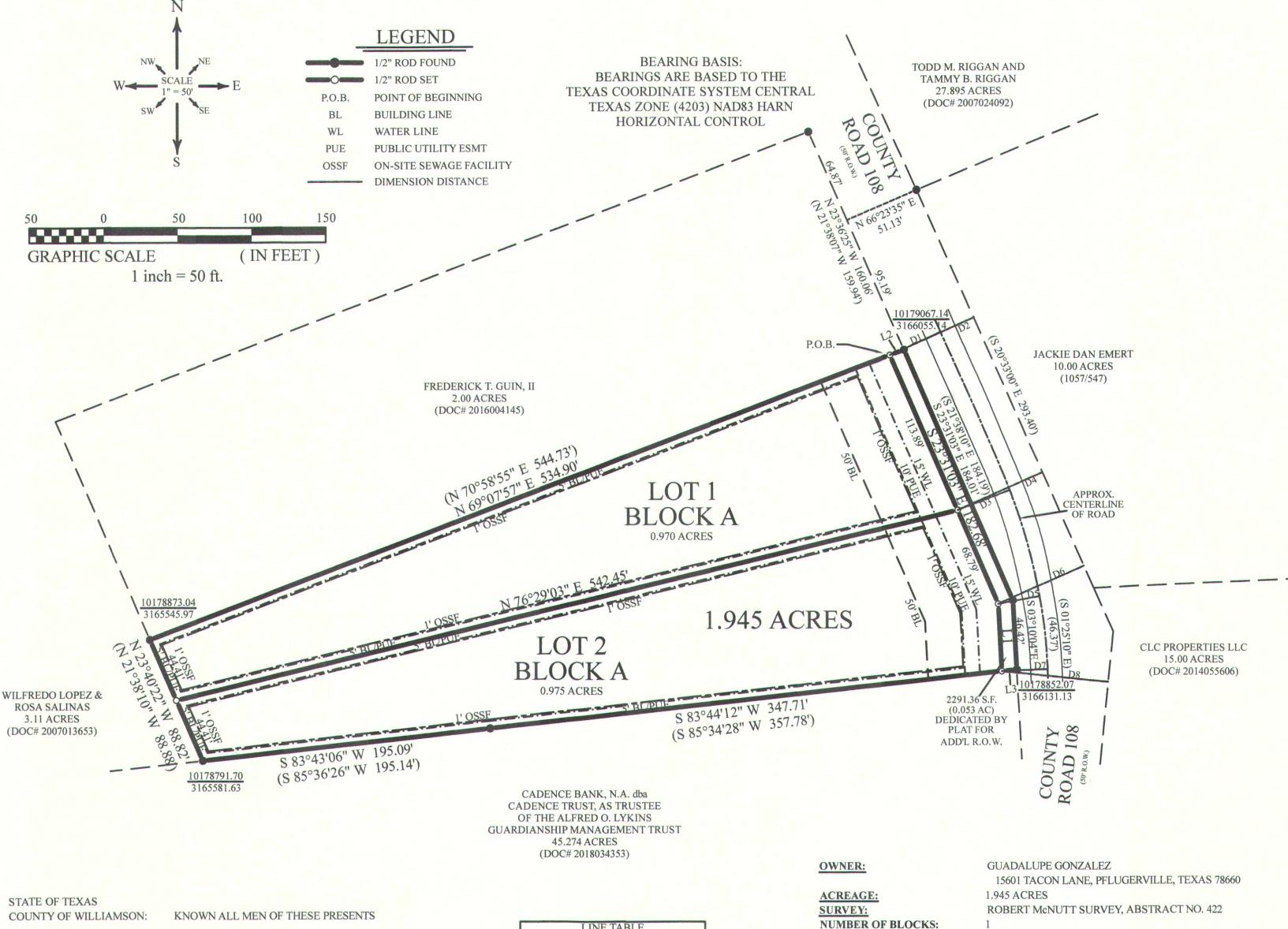
Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 12:03 PM

Form Started By: Adam Boatright Started On: 01/09/2020 11:47 AM

Final Approval Date: 01/09/2020

FINAL PLAT OF GONZALEZ 108 SUBDIVISION



STATE OF TEXAS

I, EDWARD C. RUMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF THE CITY OF HUTTO, TEXAS AND WILLIAMSON COUNTY, TEXAS AND THAT ALL EXISTING EASEMENTS OF RECORD HAVE BEEN SHOWN OR NOTED HERON. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

EDWARD C. RUMSEY ALLSTAR LAND SURVEYING 9020 ANDERSON MILL ROAD AUSTIN, TEXAS 78729

512-249-8149 / FAX 512-331-5217

REF.# A0417219

-22-2019 DATE 5729

LINE TABLE								
LINE	BEARING	DISTANCE						
L1	S 03°10'04" E	45.16'						
L2	N 69°07'57" E	10.01'						
L3	S 83°44'12" W	10.01'						

DIMENSION TABLE									
LABEL	DIMENSION TYPE	BEARING	DISTANCE						
D1	CENTERLINE OF ROAD	N 65°35'22" E	37.4'						
D2	FULL R.O.W.	N 66°01'17" E	60.1'						
D3	CENTERLINE OF ROAD	N 68°59'40" E	37.7'						
D4	FULL R.O.W.	N 66°01'17" E	62.7'						
D5	CENTERLINE OF ROAD	N 79°33'58" E	28.2'						
D6	FULL R.O.W.	N 66°01'17" E	63.2'						
D7	CENTERLINE OF ROAD	N 87°30'28" E	30.8'						
D8	FULL R.O.W.	S 84°14'59" E	72.0'						

2 - RESIDENTIAL JUNE 19, 2019 AUGUST 27, 2019 ALL STAR LAND SURVEYING

NUMBER OF LOTS:

SUBMITTAL DATE:

DATE OF REVISION:

PROJECT DATUM:

SURVEYOR:

ENGINEER:

9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729 (512) 249-8149 REF# A0417219

PROFESSIONAL STRUCIVIL ENGINEERS, INC. 2205 W. PARMER LN., AUSTIN, TEXAS 78727

(512) 238-6422

NORTH AMERICAN DATUM 1983 (NAD 83) PROJECTION: TEXAS STATE PLANE - CENTRAL ZONE (4203)

UNITS: US SURVEY FEET **100-YEAR FLOOD PLAIN:**

THIS PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS (ZONE "X") SHOWN ON THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, PANEL NO. 48491C0515E, SEPTEMBER 26, 2008

BEING A 1.945 ACRE TRACT OF LAND SITUATED IN THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 2.000 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO GUADALUPE GONZALEZ, AS RECORDED IN DOCUMENT NO. 2019014469, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY,

1.945 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2" iron rod set in the south line of that certain 2.00 acre tract of land described in a General Warranty Deed to Frederick T, Guin, II, as recorded in Document No. 2016004145, of said Official Public Records, for the northwest corner of a proposed 0.053 acre right-of-way tract dedicated by the accompanying plat, and for the northeast corner of said 1.945 acre tract, from which a 1/2" iron rod found in the west right-of-way line of County Road 108, for the southeast corner of said 2.00 acre Guin tract, same being the northeast corner of said 2.000 acre Gonzalez tract, and also for the northeast corner of said proposed 0.053 acre right-of-way dedication bears, North 69°07'57" East, a distance of 10.01 feet, and also from which a 1/2" iron rod found in said west right-of-way line of County Road 108, for the northeast corner of said 2.00 acre Guin tract bears, North 23°36'25" West, a distance of 160.06 feet;

THENCE over and across said 2.000 acre Gonzalez tract, with the west line of said proposed 0.053 acre right-of-way dedication, for the east lines of said 1.945 acre tract, the following two (2) courses:

- 1. South 23°31'03" East, a distance of 182.68 feet to a 1/2" iron rod set for an
- 2. South 03°10'04" East, a distance of 45.16 feet to a 1/2" iron rod set in the north line of the remaining portion of a 98-54/100 acre tract of land recorded in Document No. 2018034353, of said Official Public Records, same being the south line of said 2.000 acre Gonzalez tract, for the southeast corner of said 1.945 acre tract, and for the southwest corner of said proposed 0.053 acre right-of-way dedication, from which a 1/2" iron rod found in the west right-of-way line of County Road 108, for the northeast corner of said

98-54/100 acre remainder tract, same being the southeast corner of said 2.000 acre Gonzalez tract, and for the southeast corner of said proposed 0.053 acre right-of-way dedication bears, South 83°44'12" West, a distance of 10.01

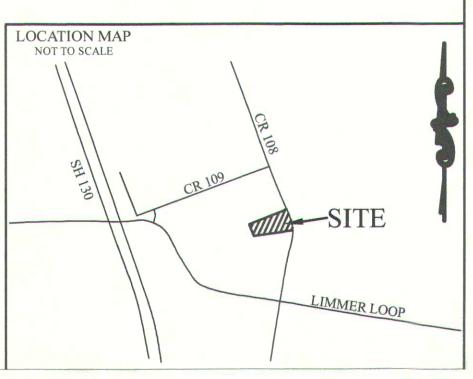
THENCE with the common line of said

98-54/100 acre remainder tract, and said 2.000 acre Gonzalez tract, for the south lines of said 1.945 acre tract, the following two (2) courses:

- 1. South 83°44'12" West, a distance of 347.71 feet to a 1/2" iron rod found for an angle point;
- 2. South 83°43'06" West, a distance of 195.09 feet to a 1/2" iron rod found for the southeast corner of that certain 3.11 acre tract of land described in a Reinstatement and Modification Agreement to Wilfredo Lopez and Rosa Salinas, as recorded in Document No. 2007013653, of said Official Public Records, same being the southwest corner of said 2.000 acre Gonzales tract, for the southwest corner of said 1.945 acre tract:

THENCE with the common line of said 3.11 acre tract and said 2.000 acre Gonzalez tract, for the west line of said 1.945 acre tract, North 23°40'22" West, a distance of 88.82 feet to a 1/2" iron rod found for the southwest corner of said 2.00 acre Guin tract, same being the northwest corner of said 2.000 acre Gonzalez tract, for the northwest corner of said 1.945 acre tract;

THENCE with the common line of said 2.00 acre Guin tract and said 2.000 acre Gonzalez tract, for the north line of said 1.945 acre tract, N 69°07'57" E, a distance of 534.90 feet to the POINT OF BEGINNING, containing approximately 84,738 square feet or 1.945 acres of land.



PAGE 1 OF 2

FINAL PLAT OF GONZALEZ 108 SUBDIVISION

STATE OF TEXAS COUNTY OF TRAVIS

I DO HEREBY CERTIFY THAT THE ENGINEERING WORK BEING SUBMITTED HEREIN COMPLIES WITH ALL PROVISIONS OF THE TEXAS ENGINEERING PRACTICES ACT, INCLUDING SECTION 131.152(E). I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT, AND MAY RESULT IN CRIMINAL, CIVIL, AND/OR ADMINISTRATIVE PENALTIES AGAINST ME AS AUTHORIZED BY THE ACT.

MIRZA TAHIR BAIG, P.E. NO. 82577
PROFESSIONAL STRUCIVIL ENGINEERS, INC.
REGISTERED ENGINEERING FIRM F-4951

DATE

2205 W. PARMER LN., STE. 201 AUSTIN, TEXAS 78727 (512) 238-6422

COUNTY OF WILLIAMSON:

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I, GUADALUPE GONZALEZ, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED DOCUMENT NO. 2019014469 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS: "GONZALEZ 108 SUBDIVISION"

WITNESS HEREON MY HANDS THIS THE 2 DAY OF December, 2019, A.D.

GUADALUPE GONZALEZ DATE
15601 TACON LANE
PFLUGERVILLE, TX 78660

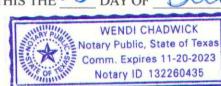
STATE OF TEXAS COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GUADALUPE GONZALEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED. AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23 DAY OF DECEMBER, 2019, A.D.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Wends Choowick
MY COMMISSION EXPIRES: 11-20-2023



STATE OF TEXAS COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS:

I, ROBYN TOTAH, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED DOCUMENT NO. 2019014469 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO HEREBY FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS: "GONZALEZ 108 SUBDIVISION"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 26 DAY OF December, 2019, A.D.

ROBYN TOTAH
PROSPERITY BANK
7001 HWY 290 WEST
AUSTIN, TX 78736

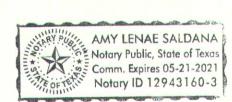
STATE OF TEXAS COUNTY OF WILLIAMSON:

ON: KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBYN TOTAH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26 DAY OF December, 2019, A.D.

NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME: AMUL SA CANA MY COMMISSION EXPIRES: 52 2



STATE OF TEXAS COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS:

BASED ON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF THE EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

J. TERRON EVERTSON, PE, DR, CFM COUNTY ENGINEER 1 20 DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _______, 20 DA.

WILLIAMSON COUNTY ADDRESSING COORDINATOR CIVILLY Bridges

NOTES:

- 1. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- 2. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT
- 3. A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
- 4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL A CONNECTION IS MADE TO A PUBLIC WATER SYSTEM SUITABLE FOR HUMAN CONSUMPTION AND AN ON-SITE SEWAGE FACILITY APPROVED BY WILLIAMSON COUNTY.
- 5. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- 6. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: JONAH WATER SPECIAL UTILITY DISTRICT; WASTEWATER: ON-SITE SEWAGE FACILITIES; AND ELECTRIC: ONCOR. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL DISTRICT. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITIE SEWAGE FACILITIES.
- 7. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 8. 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.
- 9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- 10. ALL DRAINAGE LOTS SHALL BY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 11. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, AND CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 12. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY OSSF PROGRAM PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
- 13. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- 14. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 15. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
- 16. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 17. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
- 18. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN

THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

- 19. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN THE COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- 20. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.
- 21. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ONTO CR 108.
- 22. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

STATE OF TEXAS COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS:

"THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE".

APPROVED THIS THE ___ DAY OF ____, 2019 A.D. AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY.

STATE OF TEXAS COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS:

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE WILLIAMSON COUNTY, TEXAS DATE

STATE OF TEXAS COUNTY OF WILLIAMSON:

: KN

KNOW ALL MEN BY THESE PRESENTS:

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE __DAY OF _____ A.D., 20 ____, AT ____O'CLOCK ___M. AND DULY RECORDED ON THE __DAY OF _____, A.D., 20 ___ AT __O'CLOCK __M. IN THE PLAT RECORDS OF SAID COUNTY, IN CABINET ____, SLIDE(S)

THE PLAT RECORDS OF SAID COUNTY, IN CABINET_____, SLIDE(S)___.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT WILLIAMSON COUNTY, TEXAS.

BY: DEPUTY

PAGE 2 OF 2

Commissioners Court - Regular Session

Meeting Date: 01/14/2020

Resolution for Vitals Exemplary award from BVS

Submitted For: Nancy Rister Submitted By: Nancy Rister, County

Clerk

23.

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and approve resolution recognizing Deputies Cynthia Tidwell and Misty Lamb for their service and dedication to the Williamson County Clerk's office resulting in a 2019 Exemplary 5 Star Local Registrar Award by the Texas Department of Health and Human Services Vital Statistics Unit.

Background

For 21 years the Williamson County Clerk's office has been awarded the coveted 5 Star Award. The exemplary designation is tougher to achieve as it means attaining higher standards of accuracy and tighter timelines on filings. It has only been received by the County Clerk's Vitals Dept. for 2003, 2008, 2009, 2010, 2011 and now in 2019. We congratulate the team for this special recognition by the State of Texas considering that there are more than 400 local registrar's offices across the state. There were less than 30 who attained this designation statewide.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Vitals Resolution 5 Star Award 2019

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/03/2020 03:19 PM

Form Started By: Nancy Rister Started On: 01/03/2020 01:38 PM

Final Approval Date: 01/03/2020

STATE OF TEXAS

COUNTY OF WILLIAMSON

BE IT REMEMBERED that at 10 A.M. on TUESDAY, _______, a REGULAR SESSION of the Commissioners' Court of Williamson County, Texas, was held with the following being present, to-wit:

Present: County Judge Bill Gravell, Jr.

Commissioner Precinct 1 Terry Cook Commissioner Precinct 2 Cynthia Long Commissioner Precinct 3 Valerie Covey Commissioner Precinct 4 Russ Boles

County Clerk Nancy E. Rister

Attendees:

Deputy County Clerk Cynthia Tidwell Deputy County Clerk Misty Lamb

Agenda Item

Motion: To recognize Cynthia Tidwell and Misty Lamb for their service and dedication to the Williamson County Clerk's office resulting in a 2019 Exemplary Five-Star Local Registrar Vital Registration Award by the Texas Department of State Health Services Vital Statistics Unit.

Background

The Williamson County Clerk Vitals group has been awarded a 2019 Five-Star Local Registrar Vital Registration Award by the Texas Department of State Health Services Vital Statistics Unit. This team has also been recognized with Exemplary Designation for services above the normal Five-Star level.

2019 marks the twenty first consecutive year the Williamson County Clerk's Office has been awarded the Five-Star Local Registrar Vital Registration Award. This is the sixth time within that same period that the office has achieved the Exemplary designation. This extremely difficult designation was realized by Williamson County in 2003, 2008, 2009, 2010, 2011 and now in 2019.

RESOLUTION

WHEREAS, the Texas Department of State Health Services Vital Statistics Unit requires an average of no more than 30 days for all death registration entered in TxEVER's software from the date of the event to the actual filing, and

WHEREAS, the Texas Department of State Health Services Vital Statistics Unit requires that all minimum security features are included in their security paper as detailed in TAC Title 25, Part 1, Chapter 181, Subchapter b, Rule 181.28, Security Features.

WHEREAS, the Texas Department of State Health Services Vital Statistics Unit requires the use of TxEVER software for all birth, death and marriage registrations, and

WHEREAS, the Texas Department of State Health Services Vital Statistics Unit requires attendance to the Annual Vital Statistics Conferences.

WHEREAS, The County Clerk's Office, Vital Statistics team of Cynthia Tidwell and Misty Lamb met or exceeded all stated and implied requirements, resulting in a 2019 Five-Star Local Registrar Vital Registration Award by the Texas Department of State Health Services Vital Statistics Unit at the Exemplary Level;

THEREFORE, BE IT RESOLVED that the Williamson County Commissioner's Court do publicly congratulate, praise and commend
Cynthia Tidwell Misty Lamb
for their service and dedication to the Williamson County Clerk's Office resulting in a 2019 Exemplary Five-Star Local Registrar Vital Registration Award by the Texas Department of State Health Services Vital Statistics Unit.
Bill Gravell, Jr., County Judge
Attest:
Nancy E. Rister, County Clerk

genda Item	
onsider recognizing Cynthia Tidwell and Misty Lamb for their service and dedication resulting in the	Williamson
ounty Clerk's Office being awarded the 2019 Five-Star Local Registrar Vital Registration Award by	y the Texas
repartment of State Health Services Vital Statistics Unit. This office has been recognized with Exemplary	Designation
or services above the normal Five-Star level.	-
019 marks the twenty first consecutive year the Williamson County Clerk's team has been awarded the Five	e-Star Local
egistrar Vital Registration Award. This is the sixth time within that same period that the office has a	chieved the

Registrar Vital Registration Award. This is the sixth time within that same period that the office has achieved the Exemplary designation. This extremely difficult designation was realized by Williamson County in 2003, 2008, 2009, 2010, 2011 and now in 2019.

Seconde	d: _														
Motion:	То	recognize	Cynthia	Tidwell	and	Misty	Lamb	for	their	service	and	dedication	to the	Williamson	Cour

County Clerk Nancy Rister introduced Cynthia Tidwell and Misty Lamb

Moved: _____

Motion: To recognize Cynthia Tidwell and Misty Lamb for their service and dedication to the Williamson County Clerk's Office resulting in a 2019 Five-Star Local Registrar Vital Registration Award, Exemplary Designation, by the Texas Department of State Health Services Vital Statistics Unit.



Exemplary 5 Star Award

THIS CERTIFICATE IS PRESENTED TO

WILLIAMSON COUNTY CLERK'S OFFICE

for excellence in the

Vital Statistics Registration Process

December 4, 2019

Thank you for going above and beyond to register your records and ensure excellent customer service, security, and data quality in Texas!

Tara Das

Texas State Registrar, VSS

Meeting Date: 01/14/2020

Court Cancellation

Submitted For: Bill Gravell Submitted By: Andrea Schiele, County

Judge

24.

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling the Commissioners Court sessions on January 21, 2020 and February 18, 2020.

Background

Fiscal Impact

From/To Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. (Originator) Andrea Schiele 01/07/2020 04:47 PM

Form Started By: Andrea Schiele Started On: 01/07/2020 04:42 PM Final Approval Date: 01/07/2020

Meeting Date: 01/14/2020 Policy for Agenda Item Submission

Submitted For: Bill Gravell Submitted By: Andrea Schiele, County

Judge

25.

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on adopting an approval process to submit agenda items.

Background

Fiscal Impact

_				
	From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. (Originator) Andrea Schiele 01/09/2020 11:19 AM

Form Started By: Andrea Schiele Started On: 01/09/2020 11:12 AM

Meeting Date: 01/14/2020

Animal Shelter Donations BA Rev 01.14.20

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

Auditor

26.

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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for October 2019 through December 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$21,517.98
	0546.0000.367440	Jane's Fund Donations	\$39,569.15
	0546.0000.367442	Play Yard Donations	\$390.81
	0546.0000.367443	Heart Worm Donations	\$6,012.50
	0546.0000.367445	SIT Team Donations	\$1,382.20
	0546.0000.367446	Capital Expansion Donation	\$150.00
	0546.0000.367447	Animal Transport Donations	\$87,509.71
	0546.0000.370150	Sales of Pet Care Products	\$1,327.12

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/07/2020 01:33 PM

Form Started By: Melanie Denny Started On: 01/06/2020 03:19 PM

Meeting Date: 01/14/2020

Animal Shelter Donation BA Exp 01.14.20

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

Auditor

27.

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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for October 2019 through December 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$1,327.12
	0546.0546.003670	Use Of Donations	\$21,517.98
	0546.0546.004100	Professional Services	\$39,569.15
	0546.0546.004509	Facility Enhancements	\$390.81
	0546.0546.004231	Travel	\$87,509.71
	0546.0546.004232	Training	\$1,382.20
	0546.0546.004975	Animal Medical Care	\$6,012.50
	0546.0546.004999	Miscellaneous Expense	\$150.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/07/2020 01:34 PM

Form Started By: Melanie Denny Started On: 01/06/2020 03:20 PM

Meeting Date: 01/14/2020

Budget Amendment for JP4 Truancy Fund

Submitted By: Kaylan Diederich, Human Resources

Department: Human Resources **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 JP4 Truancy Fund.

Background

This budget amendment represents the dollars necessary to fund the results of Salary Study 2B approved on January 7, 2020, item #62.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0369.0369.001101	PT Salaries	1157.29
	0369.0369.002010	FICA	88.53
	0369.0369.002020	Retirement	168.15

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:31 AM

Form Started By: Kaylan Diederich Started On: 01/08/2020 09:17 AM

Final Approval Date: 01/09/2020

28.

Meeting Date: 01/14/2020

Budget Amendment for JP2 Truancy Fund

Submitted By: Kaylan Diederich, Human Resources

Department: Human Resources **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 JP2 Truancy Fund.

Background

This budget amendment represents the dollars necessary to fund the results of Salary Study 2B approved on January 7, 2020, item #62.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0368.0368.001101	PT Salaries	1198.61
	0368.0368.002010	FICA	91.69
	0368.0368.002020	Retirement	174.16

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:32 AM

Form Started By: Kaylan Diederich Started On: 01/08/2020 10:11 AM

Final Approval Date: 01/09/2020

29.

Meeting Date: 01/14/2020 SO Budget Amendment 1.14.20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

30.

Agenda Item

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

Background

To recognize a check from Vaughn Construction to replace damaged computer equipment in the SO.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003010	Computer Equipment	\$1,243.49

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:34 AM

Form Started By: Pam Navarrette Started On: 01/08/2020 12:44 PM

Meeting Date: 01/14/2020 SO Budget Amendment 1.14.20

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

31.

Agenda Item

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

Background

To recognize a check received from Vaughn Construction to replace damaged computer equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount	
	0100.0000.370500	Misc Revenue	\$1,243.49	

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:35 AM

Form Started By: Pam Navarrette Started On: 01/08/2020 12:48 PM

Meeting Date: 01/14/2020

comp2

Submitted For: Rebecca Clemons Submitted By: Rebecca Clemons,

Human Resources

32.

Department: Human Resources **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on compensation, including career ladders and job families.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:35 AM

Form Started By: Rebecca Clemons Started On: 01/09/2020 08:16 AM

Meeting Date: 01/14/2020

reorg

Submitted For: Rebecca Clemons Submitted By: Rebecca Clemons,

Human Resources

33.

Department: Human Resources **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a reorganization for Human Resources, including position title, grade, and salary changes.

Background

Recently a Director from Human Resources resigned from Williamson County. We are reallocating the duties for this position across several positions, as well as increasing the support for our Compensation and Risk areas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

currentorgchart draftorgchart changesbypcn

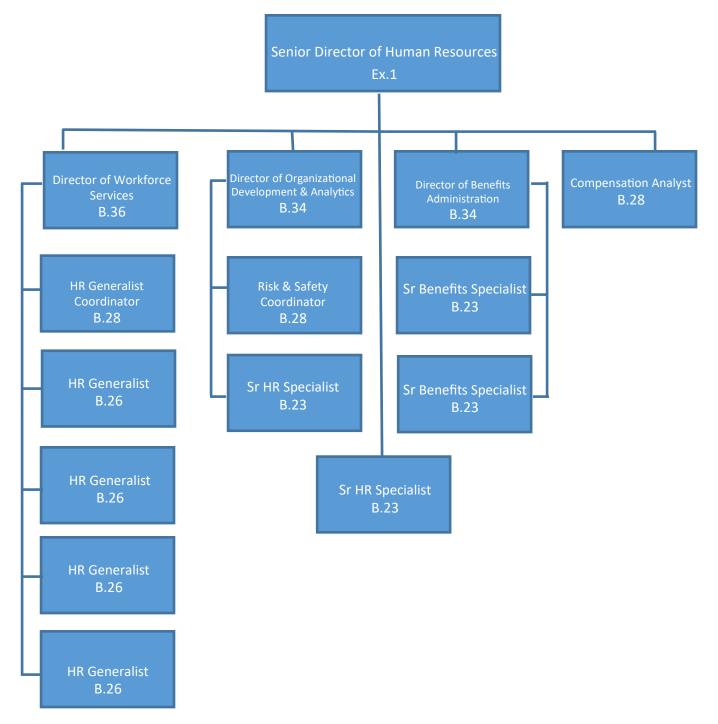
Form Review

Inbox Reviewed By Date

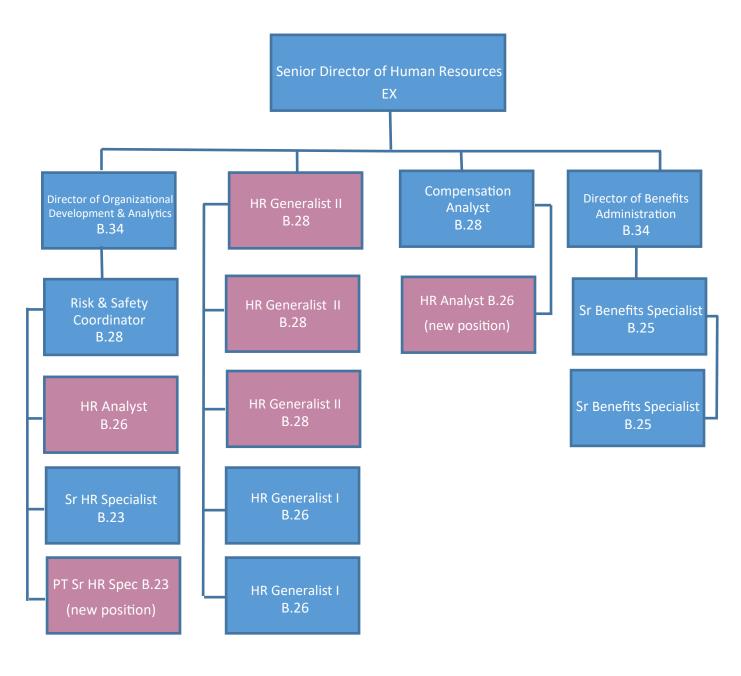
County Judge Exec Asst. Andrea Schiele 01/09/2020 10:37 AM

Form Started By: Rebecca Clemons Started On: 01/09/2020 08:18 AM









Current

New or change

Current Position Title and Position Number	Current Grade	Current Position Budget Amount	*New Position	Reduction to Position Budget	Increase to Position Budget	New Position Title	New Grade	Notes
HR Generalist Coordinator.0002.001100.	B.28	\$59,701.72				HR Generalist 2	no change	reclass, title change only
Director of Workforce Serv.0010.001100.	B.36	\$95,777.03	\$52,000.00	\$43,773.03		HR Analyst	B.26	convert to new position/title/grade
HR Generalist.0004.001100.	B.26	\$58,476.60	\$60,200.00		\$1,723.40	HR Generalist 2	B.28	reclass grade and title, utilize surplus salary funds from PCN0010
HR Generalist.0003.001100.	B.26	\$59,944.16	\$61,650.00		\$1,705.84	HR Generalist 2	B.28	reclass grade and title, utilize surplus salary funds from PCN0010
Sr HR Specialist.0006.001100.	B.23	\$45,436.18	\$50,000.00		\$4,563.82	HR Analyst	B.26	reclass grade and title, utilize surplus salary funds from PCN0010
Temp HR Assistant I001107.	PT.1	\$10,000.00	\$28,080.00		\$18,080.00	PT HR Specialist	B.23	delete temp. funding and add a PT slot - \$20 per hour at 27 hours a week

*Amount may vary slightly due to Oracle rounding

Delta that will go back into general fund

\$17,699.97

Earliest Effective Oracle Date

1/17/2020

1/17/2020

1/17/2020

1/17/2020

1/17/2020

1/17/2020

Meeting Date: 01/14/2020

new position

Submitted For: Rebecca Clemons Submitted By: Rebecca Clemons,

Human Resources

34.

Department: Human Resources **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on line item transfers for a newly created part time position for Human Resources.

Background

This position is part of the reorganization proposal from Human Resources. Part of the funding would be from a line item transfer from temporary funding and the other portion is a line item transfer from salary surplus dollars from PCN.0010 in full-time salaries.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.001107	Temp Salaries	10,000.00
То	0100.0402.001101	Part time Salaries	28,080.00
From	0100.0402.001100	Full-time Salaries	18,080.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/09/2020 09:59 AM
Human Resources (Originator)	Laura Drewry	01/09/2020 11:12 AM
County Judge Exec Asst.	Andrea Schiele	01/09/2020 11:20 AM
Budget Office	Ashlie Koenig	01/09/2020 03:13 PM

Form Started By: Rebecca Clemons
Final Approval Date: 01/09/2020

Started On: 01/09/2020 09:24 AM

Meeting Date: 01/14/2020

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh Submitted By: Vicky Edwards,

Infrastructure

35.

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 12/19/2019 01:06 PM

Form Started By: Vicky Edwards Started On: 12/18/2019 04:35 PM

Meeting Date: 01/14/2020

BGE Inc RM 2243 WA1

Submitted For: Robert Daigh Submitted By: Vicky Edwards,

Infrastructure

36.

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$3,950,253.00 to expire on July 31, 2021 under Williamson County Contract for Engineering Services between BGE, Inc. and Williamson County dated January 14, 2020 for RM 2243.

Background

Fiscal Impact

- 1				
	From/To	Acct No.	Description	Amount

Attachments

BGE Inc RM 2243 WA1

Form Review

Inbox Reviewed By Date

Hal Hawes 01/09/2020 11:55 AM
County Judge Exec Asst. Andrea Schiele 01/09/2020 01:04 PM

Form Started By: Vicky Edwards Started On: 01/09/2020 09:23 AM

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1

PROJECT: RM 2243

"County") and BGE, Inc. (the "Engineer").

This Work Authorization is made pursuant to th	e terms and conditions	of the Wi	lliamson County
Contract for Engineering Services, being dated	January 14	_, 20_20_	and entered into
by and between Williamson County, Texas, a	political subdivision of	of the Stat	te of Texas, (the

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

- Part 2. The maximum amount payable for services under this Work Authorization without modification is \$3,950,253.00_.
- Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.
- Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _July 31, 2021_. 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.

0K m/n 12/31/19

EXECUTED this day of	_, 20	
ENGINEER:	COUNTY:	
By: Williamson Count	y, Texas By:	
\$ignature		Signature
Wesley Jasek, PE Printed Name		Printed Name
		Frinted Name
Vice President Title		Title
LIST OF ATTACHMENTS		OK
Attachment A - Services to be Provided by Coun	ity	my 12/31/19
Attachment B - Services to be Provided by Engir	neer	
Attachment C - Work Schedule		
Attachment D - Fee Schedule		

ATTACHMENT A SERVICES TO BE PROVIDED BY THE COUNTY DESIGN SERVICES FOR RM 2243

In general, Williamson County and its representatives to their best efforts will render services as follows:

- 1. Name, business address and phone number of County's project manager.
- 2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
- 3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.
- 4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
- 5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
- Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
- 7. Submittal of documentation to regulatory agencies for review and comment, when specified.
- 8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
- 9. Post and maintain project information for public consumption on the County website.
- 10. Assist with Coordination between the Engineer and the County's other subconsultants.
- 11. Negotiate with all utility companies for any agreements and/or relocations required.
- 12. Provide an agent as necessary to secure proposed ROW.
- 13. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B – WA#1 SERVICES TO BE PROVIDED BY THE ENGINEER PRELIMINARY ENGINEERING FOR RM 2243

PROJECT DESCRIPTION

Existing Facility

RM 2243 is currently a 2-lane, east-west rural roadway.

Proposed Facility

A full access-controlled freeway with 4 to 6 main lanes and 4 to 6 frontage road lanes, with approximately 350 feet of right of way (ROW). This includes ultimate interchanges at 183A, Southwest Bypass and consideration for an interchange at Ronald Reagan.

Design Criteria

Project-specific design criteria (typical sections, design speed, functional classification, geometric criteria, etc.) shall be identified and documented and shall be in accordance with the latest version of Williamson County design criteria, the Texas Department of Transportation (TxDOT) Manuals, American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Highway Capacity Manual - Transportation Research Board, AASHTO - A Policy on Design Standards Interstate System, and other associated local and State Manuals, as applicable.

FUNCTION CODE 145 - PROJECT MANAGEMENT

A. COMMUNICATION:

 Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

B. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

- Submit monthly progress status reports to the GEC. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

C. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
- For each deliverable, provide evidence of an internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

D. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings.
- Correspondence and coordination will be handled through and with the concurrence of the GEC.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the

County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

E. PROGRESS/COORDINATION MEETINGS ([20] external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and
 its representatives and stakeholders, as necessary to communicate development of
 the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

F. PROJECT SCHEDULE:

 Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule

FUNCTION CODE 110 - FEASIBILITY STUDIES

A. ROUTE AND DESIGN STUDIES

DATA COLLECTION:

- Utilizing the information provided in the TxDOT Study, supplement record research and obtain existing information, including but not limited to: as-built plans, construction plans, ROW maps, studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County roads. Obtain drainage studies, reports, and mapping within the study area, including reports for developments affecting the drainage area.
- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Develop and maintain adjacent property ownership information (including owner's name, mailing address, property address, property id number) spreadsheet to be used for disseminating project information.
- Review the data collected and organize the information.

TRAFFIC EVALUATIONS AND PROJECTIONS

A review of previous traffic studies performed by TxDOT

DESIGN CRITERIA

• The Engineer shall identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest version of Williamson County criteria, the TxDOT Manuals, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, Highway Capacity Manual - Transportation Research Board, AASHTO – A Policy on Design Standards Interstate System, and other associated local and State Manuals, as applicable.

DELIVERABLES:

- Draft Design Summary Report (DSR)
- Final Design Summary Report (DSR)

PRELIMINARY COST ESTIMATES

• Preliminary cost estimates shall be developed utilizing the most current TxDOT Statewide and District bid tabs, as applicable. Estimates shall be developed in present day dollars and escalated to the projected year of construction. The Engineer shall develop construction cost estimates for Recommended Alternative. The cost estimate for the Recommended Alternative shall include significant construction elements such as structures, retaining walls, pavement structures, and approximate cut and fill quantities. The Engineer shall provide ROW cost estimates, including compensable and non-compensable utility relocations, for the Recommended Alternative based upon per-acre/utility type costs.

DELIVERABLES:

• Final Preliminary Cost Estimates

PRELIMINARY RIGHT OF WAY REQUIREMENT

• Preliminary ROW requirements and associated costs shall be determined for the Recommended Alternative in accordance with the latest version of Williamson County criteria, the TxDOT Manuals, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, Highway Capacity Manual - Transportation Research Board, AASHTO - A Policy on Design Standards Interstate System, TxDOT ROW and Survey Manuals, and other associated local and State Manuals, as applicable. Determine current ROW widths based on TxDOT as-built plans and the Williamson County Appraisal District published information.

DELIVERABLES:

- Estimated ROW location on alignment maps
- Estimated ROW Cost

B. SCHEMATIC DEVELOPMENT:

SCHEMATIC:

- Implement revisions to existing TxDOT schematic based on Stakeholder input and agreed upon by Williamson County.
- Prepare preliminary schematic submittal per Williamson County submittal requirements and selected design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations,

horizontal alignment data, profile data, identification of known utilities, guide signs, illumination, conceptual traffic control phasing, preliminary retaining and/or noise walls.

• Prepare final schematic submittal per Williamson County submittal requirements and selected design criteria.

TRAFFIC EVALUATIONS AND PROJECTIONS

 Traffic data and analysis results provided by TxDOT will be shown on schematic and used to determine locations of required dedicated turn lanes along frontage roads.

DELIVERABLES:

- Preliminary [Interim/Ultimate] Schematic Submittal including cost estimate and all related electronic design files
- Final [Interim/Ultimate] Schematic Submittal including cost estimate and all related electronic design files
- Preliminary [Interim/Ultimate] Construction Sequencing Submittal including roll plots and all related electronic design files
- Final [Interim/Ultimate] Construction Sequencing Submittal including roll plots and all related electronic design files.

C. DRAINAGE STUDY

<u>HYDROLOGIC/HYDRAULIC MODELING ([18] major channel crossings, [17] cross drainage structures assumed):</u>

- Prepare hydrologic and hydraulic models or modify existing models (FEMA, drainage districts, river authorities, cities, etc.) if available, to define the drainage infrastructure required for the project. Detail the methodologies employed and recommendations. The analysis will include: preparation of a preliminary design of the ROW drainage system, cross drainage structures, ROW drainage, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross drainage flood elevations, ROW requirements, identify potential needs for FEMA Coordination and storm sewer analysis at interchanges and frontage roads. HEC-RAS shall be utilized for all stream modeling.
- Develop existing channel cross sections based on data collection.

FEMA COORDINATION:

 Coordinate with Local Floodplain Administrator as necessary throughout the project.

IMPACT AND MITIGATION ANALYSIS:

 Prepare an impact analysis to determine increases in peak flow rates for the 100year storm including: existing and proposed peak flow rates, mitigation analysis, conceptual detention basin layouts, design of control structures, routing of storm hydrographs through basins, calculate the volume of fill to be placed in the 100year floodplain, and recommend locations for compensatory storage.

WATER OUALITY ANALYSIS:

• Prepare an impact analysis to determine preliminary design and ROW needs for accommodation of water quality treatment BMPs in accordance with TCEQ Edwards Aquifer Protection Program.

DELIVERABLES:

• Preliminary & Final Drainage Report.

D. GEOTECHNICAL SERVICES

- The Engineer shall determine the location of proposed soil borings for pavement and bridge design, embankment settlement analysis, retaining walls, slope stability and along storm drain alignment in accordance with the latest edition of TxDOT Manuals. Williamson County will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the County's review comment's they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of TxDOT Manuals and TxDOT's District's procedures and design guidelines. Pavement soil borings should include one core every mile (8 total).
- All geotechnical work should be performed in accordance with the latest version of TxDOT Manuals. All testing shall be performed in accordance with the latest version of TxDOT's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
- Foundation Studies: The Engineer shall coordinate with the County to determine the location of soil borings to be drilled along the retaining wall alignments. The

soil borings shall extend a minimum of 35 feet below the footing elevation or deeper as soil conditions warrant. Bridge soil borings should include 2 per bridge (16 total). The Engineer shall provide a boring layout for the County's review and comment.

- The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with TxDOT's WINCORE software as can be found on the TxDOT website.
- Pavement Design: The Engineer shall provide an approximate pavement design based on local similar projects for the cost estimate. The Engineer shall provide a draft and final pavement design for the recommended alternatives.

DELIVERABLES:

- Recommended Boring Location Layout
- Geotechnical Report
- DGN files containing drilling log data from Geotechnical analysis
- Preliminary Recommended Pavement Design based on area experience
- Draft and Final Pavement Design

FUNCTION CODE 120 - SOCIAL/ECON/ENVIRON STUDIES

A. PUBLIC INVOLVEMENT

STAKEHOLDER COORDINATION ([30] meetings assumed):

- Coordinate with the County's Public Involvement (PI) Consultant Team.
- Prepare presentations, exhibits, and maps of the project limits for stakeholder coordination meetings.
- Attend meetings with affected local agencies, County's consultants, and affected property owners.

PUBLIC SCOPING MEETING

- Attend up to three Pre-Meetings with the County, GEC, TxDOT, and the County's PI Consultant Team. The County's PI Consultant Team will take the lead on initiating the Public Scoping Meeting pre-meetings with the County, TxDOT, GEC, and the Engineer. The Engineer will not be responsible for preparing the meeting minutes, but will provide input in the development of meeting minutes.
- Prepare Exhibits. The Engineer will prepare exhibits and maps for public outreach.
 The Engineer will provide up to three different exhibits printed in multiple copies for display at the Public Meeting. The Engineer will submit these exhibits to the GEC and County's PI Consultant Team for review. Up to four rounds of revisions are anticipated.
- Attend Public Scoping Meeting. The Engineer will provide up to four experienced meeting facilitators to attend the Public Meeting.

PUBLIC HEARING

- Attend up to three Pre-Meetings with the County, GEC, TxDOT, and the County's PI Consultant Team. The County's PI Consultant Team will take the lead on initiating Public Hearing pre-meetings with the County, TxDOT, GEC, and the Engineer. The Engineer will not be responsible for preparing the meeting minutes, but will provide input in the development of meeting minutes.
- Prepare Exhibits. The Engineer will prepare exhibits and maps for public outreach. The Engineer will provide up to three different exhibits printed in multiple copies for display at the Public Hearing. The Engineer will submit these exhibits to the GEC and County's PI Consultant Team for review. Up to four rounds of revisions are anticipated.

• Attend Public Hearing. The Engineer will provide up to four experienced meeting facilitators to attend the Public Hearing.

B. ENVIRONMENTAL IMPACT STATEMENT (EIS)

• The environmental classification for this project is assumed to be an Environmental Impact Statement (EIS) as defined by TxDOT and FHWA.

STYLE GUIDE AND INTERNAL EIS COORDINATION PLAN

The Engineer will prepare one Style Guide and Internal EIS Coordination Plan that
will be used during the preparation of the EIS. The draft Style Guide and Internal
EIS Coordination Plan will be circulated to the GEC and other County Consultant
Teams for review and comment. It is anticipated this deliverable will undergo two
rounds of comment prior to finalization.

DELIVERABLES:

- Draft Style Guide and Internal DEIS Coordination Plan (revised based on up to two rounds of comments)
- Final Style Guide and Internal DEIS Coordination Plan

PURPOSE AND NEED STATEMENT

- Utilizing the Purpose and Need developed through the TxDOT Feasibility Study, the Engineer will refine the draft Purpose and Need Statement utilizing TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- The Engineer will also follow the AASHTO Practitioner's Guide: Defining the Purpose and Need and Determining the Range of Alternatives for Transportation Projects.
- The Engineer will identify and describe the proposed action, transportation problem(s), or other needs. The project need(s) will be revised and refined to establish the rationale for the project. Supporting facts and/or data will be collected and analyzed to support the need for the project.
- Prepare a Purpose and Need statement for the corridor study, which will form the basis for the "no action" discussion in the "alternatives" section and assist with the identification of reasonable alternatives and the selection of the Preferred Alternative.

DELIVERABLES:

- Draft Purpose and Need statement with technical backup materials (revised based on up to six rounds of comments)
- Final Purpose and Need statement with technical backup materials

CONSTRAINTS MAPPING

• Utilizing the constraints map developed for the TxDOT Feasibility Study, the Engineer will enhance and refined data collection using an ESRI Product-based Geographic Information System (GIS) to analyze various environmental, planning, and engineering information within the EIS project limits. From this GIS data, the Engineer will prepare an updated Constraints Map.

DELIVERABLES:

- Draft Environmental Constraints Inventory Map (revised based on up to six rounds of comments)
- Final Environmental Constraints Inventory Map

PREPARATION OF NOTICE OF INTENT (NOI)

• The Engineer will prepare the preliminary draft of the NOI. The Engineer will submit the draft NOI to the GEC for review. It is anticipated the GEC will circulate the draft NOI for TxDOT District, Environmental Affairs Division, and General Council Division review. The Engineer will address comments from the GEC and TxDOT. The coordination of publication of the NOI and/or the cost of publication of the NOI in the newspaper is excluded from this scope of services.

DELIVERABLES:

- Draft NOI (revised based on up to six rounds of comments)
- Final NOI

INVITATION FOR PARTICIPATING/COOPERATING AGENCY INVOLVEMENT

• The Engineer will prepare the preliminary draft of the Invitation for Participating/Cooperating Agency Involvement letter. The Engineer will submit the draft Invitation for Participating/Cooperating Agency Involvement letter to the GEC for review. It is anticipated the GEC will circulate the draft Invitation for Participating/Cooperating Agency Involvement letter for TxDOT District, Environmental Affairs Division, and General Council Division review. The Engineer will address comments from the GEC and TxDOT. Once final, the

Engineer will mail the letters or send emails inviting entities to be participating or cooperating agencies (not later than 45 days after the publication of the NOI).

DELIVERABLES:

- Draft letters
- Final letters

COORDINATION PLAN

• The Engineer will prepare the preliminary draft Coordination Plan. The Engineer will submit the draft Coordination Plan to the GEC for review. It is anticipated the GEC will circulate the draft Coordination Plan for TxDOT District, Environmental Affairs Division, and General Council Division review. The Engineer will address comments from the GEC and TxDOT. Not later than 90 days after the publication of the NOI, the Engineer will mail letters or send emails transmitting the draft Coordination Plan and schedule to participating/cooperating agencies and solicit comments (comment deadline is 30 days).

DELIVERABLES:

- Draft Coordination Plan
- Final Coordination Plan
- Circulate Coordination Plan
- Up to three revised versions per comments received at milestone reviews

PREPARATION FOR AGENCY SCOPING MEETING

- The Engineer will be responsible for planning the agency scoping meeting and will lead the following tasks.
 - o Formulate meeting plan
 - Develop agenda, meeting materials, presentation
 - Attend pre-meeting with GEC and TxDOT
 - Coordinate/Invite attendees/follow-up
 - Attend and Conduct meeting
 - Prepare Draft Meeting Minutes and Materials
 - Prepare Final Meeting Minutes and Materials

DELIVERABLES:

 The Engineer will submit the Agency Scoping Meeting materials to the GEC for review. It is anticipated the GEC will circulate the Agency Scoping Meeting materials for TxDOT District, Environmental Affairs Division, and General Council Division review. The Engineer will address comments from the GEC and TxDOT.

TECHNICAL REPORTS FOR THE EIS

- A. COMMUNITY IMPACT ASSESSMENT FOR THE RECOMMENDED ALTERNATIVE:
- Conduct community impact investigations in accordance with current Federal and State rules, regulations, and guidelines.
- Utilize TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- Complete the TxDOT Community Impact Assessment Form Technical Report for the Recommended Alternative corridor.
 - B. ARCHEOLOGICAL RESOURCES ASSESSMENT FOR THE RECOMMENDED ALTERNATIVE:
- Prepare a Project Initiation Letter and Texas Antiquities Permit Application based on data collection and field reconnaissance for the Recommended Alternative corridor.
- Conduct a pedestrian survey and report of sufficient intensity to determine the
 nature, extent, and potential significance of any cultural resources located within
 the Area of Potential Effect of the Recommended Alternative in accordance with
 report guidelines as outlined by the Texas Historical Commissions Rules of Practice
 and Procedures.
- Utilize TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- Complete the TxDOT Archeological Background Study Report and TxDOT Archeological Pedestrian Survey Report for the Recommended Alternative corridor.
 - C. HISTORIC PROPERTIES ASSESSMENT FOR THE RECOMMENDED ALTERNATIVE:
- Prepare a historic building survey report that will follow the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and

document historic buildings and structures within the Area of Potential Effect based on data collection and field surveys of the Recommended Alternative corridor.

- Utilize TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- Complete the TxDOT Project Coordination Request for Historical Studies Form, Historic Resources Research Design, and Reconnaissance Survey Report for the Recommended Alternative corridor.
 - D. WATER RESOURCES ASSESSMENT FOR THE RECOMMENDED ALTERNATIVE:
- Prepare report documenting the project's effects on protected water resources based on data collection and field surveys of the Recommended Alternative corridor.
- Utilize TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- Prepare a wetland determination and delineation report identifying: specific
 impacts to Waters of the United States, measures to minimize the impacts, and
 applicable Section 404 options in accordance with current permits and conditions
 based on data collection and field surveys of the Recommended Alternative
 corridor.
- Complete the TxDOT Water Resources Technical Report for the Recommended Alternative corridor.
 - E. BIOLOGICAL RESOURCES ASSESSMENT FOR THE RECOMMENDED ALTERNATIVE:
- Prepare report documenting the project's effects on protected biological resources based on data collection and field surveys of the Recommended Alternative corridor.
- Utilize TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- Complete the TxDOT Biological Evaluation Form Technical Report for the Recommended Alternative corridor.
 - F. GEOLOGICAL ASSESSMENT AND KARST TERRAIN SURVEY
- Geological Assessments and Karst Terrain Surveys will be conducted in accordance with TCEQ, City of Georgetown 4(d) Rule, and U.S. Fish and Wildlife guidance.

- Prepare Biological Assessment for coordination with USFWS under Section 7 of the Endangered Species Act.
- Participation with the Williamson County Regional Habitat Conservation will be obtained.
 - G. AIR QUALITY ASSESSMENT FOR THE RECOMMENDED ALTERNATIVE:
- Air quality analysis will be in accordance with current Federal and State rules, regulations, and guidelines.
- Utilize TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- Complete the TxDOT Air Quality Technical Report for the Recommended Alternative corridor.
 - H. HAZARDOUS MATERIALS INITIAL SITE ASSESSMENT FOR THE RECOMMENDED ALTERNATIVE:
- Prepare a Hazardous Materials Initial Site Assessment (ISA) based on the data collection and field survey conducted and identify potential hazardous material sites in the Recommended Alternative corridor.
- Utilize TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- Complete the TxDOT Hazardous Materials ISA Form Technical Report for the Recommended Alternative corridor.
 - I. TRAFFIC NOISE ASSESSMENT FOR THE RECOMMENDED ALTERNATIVE
- Conduct traffic noise analysis in accordance with current Federal and State rules, regulations and guidelines for the Recommended Alternative.
- Utilize TxDOT guidance provided in the TxDOT Environmental Toolkit for this task.
- Prepare a Traffic Noise Technical Report for the Recommended Alternative corridor.
 - J. INDIRECT AND CUMULATIVE IMPACTS TECHNICAL REPORT
- The Engineer will prepare an Indirect and Cumulative Impacts Technical Report and all applicable investigations per TxDOT's online Environmental Toolkit. The Engineer will perform a site visit the Reasonable Alternative when ROE can be obtained.

DELIVER ABLES:

The Engineer will address comments to the draft Technical Reports for up to six rounds of comments (2 rounds of GEC, 2 rounds of TxDOT Austin District, and 2 rounds of TxDOT Environmental Affairs Division/Legal Sufficiency Review). The final approved versions of the Technical Reports will be submitted to the GEC.

- Draft & Final Community Impact Assessment Form Technical Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Archeological Background Study Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Archeological Pedestrian Survey Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Project Coordination Request for Historical Studies Form (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Historic Resources Research Design (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Historic Resources Reconnaissance Survey Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Water Resources Technical Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Biological Evaluation Form Technical Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Geological Assessment and Karst Terrain Survey ((electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Air Quality Technical Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Hazardous Materials Initial Site Assessment Form Technical Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Traffic Noise Technical Report (electronic submission of up to 5 drafts and 1 final in PDF format)
- Draft & Final Indirect and Cumulative Impacts Technical Report (electronic submission of up to 5 drafts and 1 final in PDF format)

DEIS PREPARATION AND FORMAT

- The Engineer will prepare a DEIS for the project. TxDOT approved Technical Reports will be the basis of the DEIS document preparation. Exhibits to be included in report will not exceed 11" by 17," and will be in color. Text pages will be 8.5" by 11". Exhibits will be reproducible via photocopying without loss of legibility. The CEQ regulations at 40 CFR 1502.12 stipulate that the DEIS summary shall stress major conclusions, areas of controversy, and issues to be resolved.
- The DEIS will summarize background data and technical analyses to support the
 concise discussions of the alternatives and their impacts. The DEIS will refer to the
 approved Technical Reports by reference. The alternatives analysis included in the
 DEIS will be based on limited field investigations, desktop research, and mapping.
 The Engineer will prepare the DEIS and include the following topics:
 - i. Executive Summary
 - i. Purpose and Need for Action
 - ii. Alternatives
 - iii. Affected Environment & Environmental Consequences
 - iv. Indirect and Cumulative
 - v. Summary of Alternatives
 - vi. Mitigation and Permitting
 - vii. Comments and Coordination
 - viii. References
 - ix. List of Abbreviations
 - x. List of Preparers
- The Engineer will prepare the preliminary draft DEIS and will submit the draft DEIS to the GEC for review. It is anticipated the GEC will circulate the draft DEIS for TxDOT District, Environmental Affairs Division, and General Council Division review. The Engineer will address comments from the GEC and TxDOT.

DELIVERABLES

- Draft DEIS (revised based on up to six rounds of comments)
- Final DEIS

NOTICE OF AVAILABILITY AND CIRCULATION OF DEIS

• The Engineer will prepare the preliminary draft of the NOA of the DEIS and submit to the East/West Corridor Consultant Team for review. The Engineer will submit the draft NOA of the DEIS to the GEC for review. It is anticipated the GEC will circulate the draft NOA of the DEIS for TxDOT District, Environmental Affairs Division, and General Council Division review. The Engineer will address comments from the GEC and TxDOT. The distribution of the NOA to

Stakeholders and the cost of publication of the NOA in the newspaper is excluded from this scope of services.

DELIVERABLES

- Draft NOA (revised based on up to six rounds of comments)
- Final NOA

PREPARATION OF FEIS/ROD

• Per TxDOT guidance, the Engineer will prepare a combined FEIS/ROD and publish in the Texas and Federal Registers.

DELIVERABLES

- Draft NOA (revised based on up to six rounds of comments)
- Final NOA

NEPA PROJECT FILE

• The Engineer will establish, track, organize and manage the Project File, which is the written record to demonstrate NEPA compliance. The Engineer will follow TxDOT's Best Project: Project File Maintenance document dated September 2015. The Engineer anticipates maintaining the Project File in the GEC's ProjectWise account for this project. The Engineer will also copy the GEC's specific email account created for this project to maintain email records.

FUNCTION CODE 130 - RIGHT OF WAY (ROW) MAPPING

- Research and compile deed/plat records and build a working map from recorded data for tie in and crossing right-of-ways such as RM 2433, 183A, and any county roads along project corridor.
- Perform analysis of gathered data to determine right of way monumentation and make initial pass to recover right of way monumentation.
- Draft preliminary map of existing right of way and list of impacted tracts.
- Conduct field work to locate existing property corners.
- Perform boundary analysis to determine the location of all boundary lines of the proposed right of way parcel.
- Survey and stake all proposed right of way points. A 5/8" iron rod with aluminum cap stamped "TxDOT ROW" should be placed flush with the ground at all PC's, PT's, angle points and at 1000 intervals along tangent sections. A 5/8" iron rod with aluminum cap stamped "TxDOT ROW" should be placed at the intersections of the new ROW line and individual property lines. A 5/8" iron rod with aluminum cap stamped "TxDOT Control of Access" should be placed at beginning and end of all limits of Controlled Access.
- Place a fiberglass survey marker post at all monuments along the proposed ROW line and easement line. The fiberglass posts and aluminum caps will be provided by the State.
- Submit a preliminary, and upon approval, a final ROW map. On the ROW Map show existing ROW (by bearing and distance) through the entire length of the project, even in areas where no new ROW is needed. In areas where new ROW is only needed on one side, the ROW on both sides of the new facility shall be delineated and monumented. Prepare right-of-way maps using *MicroStation* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *MicroStation* VB graphics system.
- Submit preliminary, and upon approval, final parcel plats and deed descriptions. The Engineer shall submit closure sheets for each right-of-way parcel, parcel sketch, and property description for each submittal required in the work authorization. Prepare parcel plats using *MicroStation* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *MicroStation* VB graphics system. Prepare each property description using a computer word processing system capable of producing data files readable using Microsoft Word files that are

- compatible with State word processing software. Index by parcel number each copy of instruments of record submitted to the State.
- Where material discrepancies are found between the record and the conditions discovered, the Surveyor for the Engineer shall make a general reference to the discrepancy on the plat of survey and a specific reference to a report of survey which more specifically describes the discrepancy.
- Use surface coordinates based on the Texas State Plane Coordinate System for coordinates appearing on right-of-way maps and in property descriptions. Ensure the surface adjustment factor utilized for the ROW mapping is the same surface adjustment factor utilized in the preliminary engineering. If discrepancies are found the Engineer shall immediately notify the State project manager.

K. DELIVERABLES:

- PRELIMINARY ROW MAP AND AFFECTED PROPERTY OWNER LIST (DRAWING FILE, PDF, AND HARDCOPIES).
- FINAL ROW MAP AND AFFECTED PROPERTY OWNER LIST (DRAWING FILE, PDF, AND HARDCOPIES).
- PRELIMINARY AND FINAL PARCEL PLATS AND DEED DESCRIPTIONS

A. RIGHT OF ENTRY ([100] letters assumed)

• Prepare and mail right of entry letters per the County's standard for the project team including environmental, geotechnical, and design surveys. Send a second follow up letter to non-responsive property owners within two weeks.

B. PROJECT PRIMARY AND AERIAL CONTROL SURVEY

- Establish horizontal and vertical Primary Control setting two (2) inter-visible monument pairs at locations near both ends, middle of project and additional monuments at 1-mile spacing along remaining project study area. The survey control points (ten (10) total) will be set in locations that will likely be undisturbed by construction or State maintenance. The project control will be placed on horizontal and vertical datums [NAD83/93/NAVD88 values (Texas State Plane, Central Zone)] with a scale factor as provided by the County. Elevations will be derived from GPS observations using Geoid 2012B model. Digital levels will be run through all major control points to confirm the established elevations.
- Set aerial target or photo identify locations for aerial LiDAR mapping control in the immediate area.
- Survey a sample of ground data (truthing) in areas not requiring right of entry e.g., crossing roadways, watercourses, etc.
- Perform coordinate system translations for existing file integration and to generate a homogenous project coordinate system.

DELIVERABLES:

- DGN file of ground verification data and crossing roadway information.
- DTM and associated TIN files.
- Control Monument data in ASCII format. ASCII file of ground verification data.
- Create control data and recovery index and data sheets.
- Control Data Sheets

C. DESIGN SURVEY

 The Engineer will establish secondary horizontal and vertical control within the survey limits. The survey control points will be set in locations that will likely be undisturbed by construction or State maintenance. The secondary project control will be placed on horizontal and vertical datums [NAD83/93/NAVD88 values (Texas State Plane, Central Zone)] with a scale factor of 1.00011 or directed by the County. Elevations will be derived from GPS observations using Geoid 2012B model.

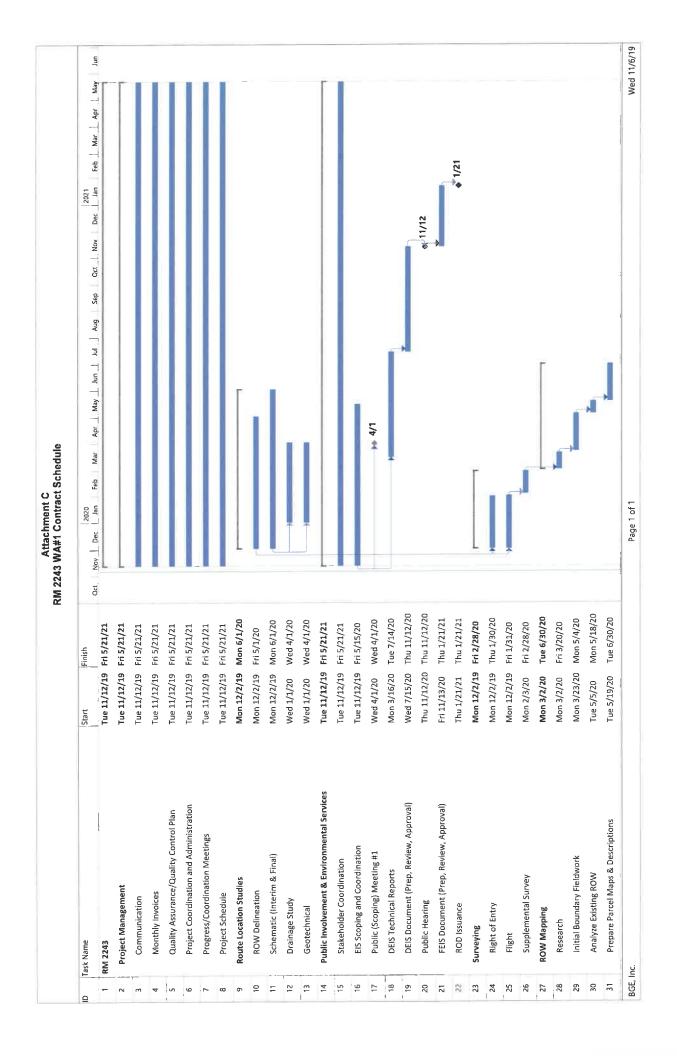
- The Engineer will supplement the aerial mapping design survey with conventional on-the-ground surveying in areas that are obscured (assume 25%) from the LiDAR sensors field of view. Exact location of trees is not included in this scope of services.
- Supplemental design survey data will be merged and appended to the aerial mapping 2D and DTM to create seamless 2D, DTM and TIN files

DELIVERABLES:

- 2D planimetrics, 3D DTM (Microstation V8)
- .Gpk and TIN file.
 - Word doc file of surveyed points list and TxDOT descriptor code list.
 - PDF file scanned field book copies.

D. AERIAL FLIGHT

- The Engineer shall provide all digital data in the format required by TxDOT.
- Photogrammetric services will include the following aspects:
- Obtain new color aerial photography
- Obtain airborne LiDAR data
- Perform aerotriangulation
- Perform 1" = 50' scale digital planimetric mapping
- Mapping extents to be 100 feet outside of the proposed right-or-way lines.
- Perform LiDAR classification to "bare earth"
- Develop edited 1' contours from "bare earth" LiDAR data
- Perform digital orthophoto rectification with a 0.25' pixel resolution
- Tiled LiDAR data files of classified points in LAS format.



LUCYET	TROJECI SOMMEMNI	
Firm	Amount	Percent
IGE	\$2,58	32,588,989 65.5%
Corsair	\$24	B,371 6.3%
Amaterra	\$10	
RPS	\$47	
nland	\$11	9,831 3.0%
MT	\$\$	
381	8\$	7,720 2.2%
WSB	9\$	\$69,834 1.8%
AM	\$14	8,072 3.7%
WCA	\$\$	
	Total \$3.95	33.950.253

Firm Firm Cortain Atmaters Atma								
Bigg Corsal								
11			TML	188	WSB	SAM	SWCA	Function Totals
NICINVOIV. \$903,910 \$0 \$93,964 \$413,052		\$49,760	\$50,296	\$86,176	\$68,290	\$0		\$1,107,159
\$580,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0		\$413,052			\$0	ŞO	\$51,396	\$1,462,322
\$150,000 \$0 <					\$0			\$0
\$150,860 \$0 \$4,138 \$0 \$106,651 \$0 \$0 \$100,6651 \$0 \$0 \$100,200 \$0 \$0 \$0 \$0 \$100,201 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0			\$0	\$0		0\$	*	\$580,000
S150,210 S0 S0 S0 S108,6551 S0 S0 S108,6551 S0 S0 S108,6551 S0			,	,	\$D	\$0	\$6,300	\$201,358
COLS SO SO SO SO SO SO SO			0\$	¢\$	\$0	\$118,548		\$377,409
SO SO SO SO SO SO SO SO						\$0	11	\$0
RRINGS AND SIGNALIZATION 50 50 50 50 50 7		05			ŞD	\$0		\$0
AV) \$0 \$0 \$0 \$0 SO \$0 \$0 \$0 \$0 RVICES \$0 \$0 \$0 \$0 RAVICES \$2.88,533 \$48,820 \$5,11,180 \$1,1344 \$0 \$20 \$0 \$0 \$0		O\$			\$0	\$0		\$0
KMCES 50		0\$			\$	\$0		\$
RAVICES 50 50 50 50 50 51,180 51,180 51,180 51,180 51,180 51,180 51,180 51,184 51,544 8 8 5 8 8 8 50 50 50 50 50 50		0\$,		90	\$0		\$0
\$28,503 \$48,920 \$7,788 \$8,660 \$11,180 \$1,544 \$0 \$0 \$0 \$0 \$0	0\$ 0\$,	\$0	\$0		\$0
\$82,319 \$0 \$0 \$0			\$1,544	\$1,544	\$1,544	\$29,524	\$479	\$139,686
			\$0	\$0	ŞO	\$0		\$82,319
\$471,472 \$119,831 \$51,840		\$471,472 \$119,831	\$51,840	\$87,720	\$69,834	\$148,072	\$58,175	\$3,950,253

PROJECT NAME: RM 2243 TYPE OF WORK: COUNTY: WILLIAMSON PRIME PROVIDER: BGE

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	QC MANAGER	SENIOR	PROJECT	GRADUATE	SENIOR DESIGN TECHNICIAN	DESIGN	SENIOR CADD TECHNICIAN	CADD	CLERICAL	DOCUMENTS (PER PARCEL)	LABOR HRS. & COSTS
ROUTE AND DESIGN STUDIES													
													0
Data Collection													0
Record Research	80	24				24	24						80
Field Investigation				20	20	20							90
Property Ownership Information	80			24		24	36						82
Traffic Evaluations and Projections													0
Review Previous Traffic Studies	10	16		16									42
Design Criteria	10	12		16	20								58
Preliminary Cost Estimates	24	16		24	36	48	36						184
Preliminary ROW Requirements	24	32		48		58	999						216
													0
Schematic													0
Revisions to Schematic			9										0
Roadway Alignments (Horizonial and Vertical)	24	32	36	9	64	72	140						428
3D Worle	24	48	40	120	140	156	164						692
the second secon													5 0
Id the Evaluations and Projections	40	200		70	700								5 6
Analyze provided results	0	8		*7	47								\$ c
Schemalic Roll Plots													0
Preliminary - Interim Roll Plots	16	30	36	28	32	48	09						250
Preliminary - Ullimale Roll Plois	20	36	40	28	32	48	90						264
													0
Conceptual Traffic Control Plan (TCP)													0
Preliminary - Interim TCP Roll Plots	16	32	32	36	56	72	96				4		344
Preliminary - Unimale TCP Roll PloIs	60	24	32	48	64	84	96				4		360
													0
Peringen Physics													0 0
Develor H&H Models (18 major crossings 17 cross drainage structures)		2	33	24	98	48	40						208
CEMA and Local Cloudship Administrator Coordination	, a	16		, t	8 4		2						28
Impact and Mitigation Analysis	, «	2 2		36	20	30							106
Water Duelity Analysis	000	1 4		24	48	38	24						156
Drainage Report	000	12	24	12	20	20	12						108
													0
													0
HOUSE SUB-TOTAL S	248	398	272	804	628	786	Sad	_	c	c	ac		3788
HOURLY CONTRACT RATE	\$280.00	\$235.00	\$270.00	\$220.00	\$195.00	\$130,00	\$164.00	\$120.00	\$110.00	\$80.00	\$85.00	\$5.800.00	
TOTAL LABOR COSTS	\$71,920.00	\$93,530.00	\$73,440.00	\$132,880.00	107	5	\$138,416.00	\$0.00	\$0.00	\$0.00	\$680,00	\$0.00	\$735,506.00
% UNSTRUBUTION OF STAFFING	9.78%	12.72%	9.88%	18:07%			18.52%	0,00%	0.00%	9600.0	9660'0	9,000	100.00%

SUBTOTAL \$735,506.00

		MANAGER				ENGINEER	TECHNICIAN	NEO NICONI	TECHNICIAN	ECHNICIAN		(PER PARCEL)	& COSTS
SOCIAL, ECONOMIC AND ENV. STUDIES AND PUBLIC INVOLV.													
STAKEHOLDER COORDINATION	80	80		90		80					9		460
PUBLIC SCOPING MEETING	32	32		32		32					œ		336
PUBLIC HEARING	32	32		32		32					œ		336
STYLE GUIDE AND INTERNAL EIS COORDINATION PLAN											00		128
PURPOSE AND NEED STATEMENT											4		76
CONSTRAINTS MAPPING											2		250
PREPARATION OF NOTICE OF INTENT (NO!)											2		82
VITATION FOR PARTICIPATING/COOPERATING AGENCY INVOLVEMENT											* 0		801
COORDINATION PLAN											æ č		752
PREPARATION FOR AGENCY SCOPING MEETING											24		260
TECHNICAL REPORTS FOR THE EIS:											4,		25.0
COMMUNITY IMPACT ASSESSMENT											2 6		500
ARCH RESOURCES ASSESSMENT COORDINATION WITH AMAJ											4 6		42
-11													334
WATER RESOURCES ASSESSMENT											2		342
CEDI DOLONIA SEGESSMENT & BARCOOPIDINATION WITH SMCAN											2		28
GEOLOGICAL ASSESSIMENT & BA COORDINATION WITH SWOD											2		50
SITE											2		20
ASSESSMENT COORDINAL											2		50
INDIRECT AND CUMULATIVE IMPACTS											16		809
DEIS PREPARATION											32		812
TICE OF AVAILABILITY AND CIRCULATION OF DEIS											7		28
PREPARATION OF FEIS/ROD											24		967
PA PROJECT FILE											*		0
													0 (
HOURS SUB-TOTALS	144	144	0	144	0	144	0	0	0	0	298	0	5702
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME	\$290.00	\$235.00	\$270.00	\$220.00	\$195.00	\$130.00	\$164,00	\$120.00	\$110.00	\$80,00	\$85.00	\$5,800.00	
TOTAL LABOR COSTS	\$41,760.00	33.840.00	\$0.00	330%	0.00%	2.67%	\$0.00	50.00	0.00%	\$0.00	\$25,330.00	\$0.00	\$903,910.00
									The state of the s				
AND SUB IOLE	00.018,5064	_											
TASK DESCRIPTION	PRINCIPAL	PROJECT	MANAGER	SENIOR	PROJECT	GRADUATE	SENIOR DESIGN	DESIGN	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	CLERICAL	DOCUMENTS (PER PARCE)	LABOR HRS.
RIGHT OF WAY MAPPING													
													0
ROW MAPPINGS & DOCUMENTS												100	100
													00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0	100	001
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME	\$290,00	\$235.00	\$270.00	\$220.00	\$195.00	\$125.00	\$164.00	\$120.00	\$110.00	\$80.00	\$85.00	\$5,800.00	
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$580,000.00	\$589,000.00

TASK DESCRIPTION	DIRECTOR	PROJECT	MANAGER	ENGINEER	ENGINEER	ENGINEER	DESIGN	TECHNICIAN	CADD TECHNICIAN	TECHNICIAN	Two controls	DOCUMENTS (PER PARCEL)	LABOR HRS.
PROJECT MANAGEMENT AND ADMINISTRATION										- X			
Monthly Progress Reports, Invoices, and Billings	32	32		16							40		120
Quality Assurance and Quality Control (QA/QC) Plan			24										24
Develop QA/QC Plan	16	20	æ	16									99
Perform QA/QC	16	20		24									09
Project Coordination and Administration	12	22		32	42								124
Progress/Coordination Meetings (with County)	ω	36		48	48						20		216
Progress/Coordination Meetings (internal)	10	24		84	48						20		182
Project Schedule	12	20		28	28						¥		92
													0
HOURS SUB-TOTALS	108	174	32	212	166	6	0	0	0	0	84	0	878
HOURLY CONTRACT RATE	\$290.00	\$235.00	\$270.00	\$220.00	\$195.00	\$130.00	\$164.00	\$120.00	\$110.00	\$80.00	\$85.00	\$5,800.00	
TOTAL LABOR COSTS	\$30,740.00	\$40,890.00	\$8,640.00	\$46,640.00	\$32,370,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,140.00	\$0.00	\$190,860,00
% DISTRIBUTION OF STAFFING	16,11%	21.42%	4,53%	24,44%	15.95%	0.00%	0.00%	2.00%	0.00%	0.00%	3.74%	2,000	100.00%
8	SUBTOTAL \$190,860.00												
	PRINCIPAL/	SENIOR	QC	SENIOR	PROJECT	GRADUATE	SENIOR	DESIGN	SENIOR	CADD	CLERICAL	ROW	TOTAL
TASK DESCRIPTION	DIRECTOR	MANAGER	MANAGER	ENGINEER	ENGINEER	ENGINEER	DESIGN	TECHNICIAN	TECHNICIAN	TECHNICIAN		DOCUMENTS (PER PARCEL)	& COSTS
SURVEYING												A STATE OF THE PARTY OF THE PAR	
ROE Coordination	16	20			24						9		152
Supplemental Survey (25%)	48	54									28		506
Create Final DTM and Topo	40												230
								ton					0
													00
HOURS SUB-TOTALS	104	44	0	0	24	0	0	0	o	0	88	0	888
HOURLY CONTRACT RATE	\$290.00	\$235.00	\$270.00	\$220.00	\$195.00	\$130.00	\$164.00	\$120,00	\$110.00	\$80.00	\$85.00	\$5,800.00	
TOTAL LABOR COSTS	530,160.00	\$10,340.00	\$0.00	\$0.00	\$4,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,480.00	\$0.00	\$150,210.00
% DISTRIBUTION OF STAFFING	20.08%	5.88%	0,00%	%0000	3,12%	0.00%	0.00%	0.00%	0.00%	0.00%	4.98%	0.00%	100.00%

SUBTOTAL \$150,210.00

OTHER DIRECT EXPENSES	, to	KAIE	
Postage- CURRENT POSTAL RATE	150	\$0.000	30.00
Foam Board Exhibit (36x48)	7.0	\$50.00	00,000,15
Lodging/Hotel (Taxes / fees not included)	9	145.00	\$870.00
oden Hotel - Taxes and fees	9	40.00	\$240.00
Media /Evolution alcohol & fine)	9	56.00	\$336.00
	2000	25.0	61 480 00
Militago	2002	2000	200
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	,	100 00	\$100.00
		2 00	\$0.00
Toll Charges		2 000	90.00
Air Travel	-	320.00	\$350.00
Oversize, special handling or extra baggage airline fees		20.00	\$0.00
Parking		30.00	\$0.00
Rental Car Fuel	-	4.00	\$4.00
Taxi/Cab Fare		30.00	\$0.00
Materiale and Shipping		35.00	\$0.00
Clouds of Decision	67	0.55	\$165
Organization Deliversity		25.50	\$78.50
הבנווולינו ואימון - ופורפו פולפ	2 0	00.07	00.00
Overnight Mail - oversized box	20	20.00	\$150.00
Courier Services	en	00.00	\$150.00
Certified Letter Return Receipt		6.85	\$0.00
Photocopies B/W (8 1/2" X 11")	1000	0.15	\$150.00
Photocopies BAW (11" X 17")	200	0.25	\$125.00
Phofoconies Color IS 1/2" X 11"	500	0.75	\$375.00
Photoconies Color (11" X 17")	1000	1,25	\$1,250.00
Plate (BAM on Boad)		0.75	\$0.00
Dieta Colored Bond		1.50	\$n nn
Piots Color of Bories		OU A	\$0.00
uis count un mituraphile raper		1800	80.00
Color Graphics on Foam Board		00.00	90.00
Presentation Boards up to 48. A bull Cotor Mounted	D	200.00	00,002,16
Outside Printing - Reports (Includes labor and supplies)		00.00	\$0,00
Historical Aerial Images (Photographs, Negatives, Maps)	2	125.00	\$250.00
Aerial Photographs (1" = 500' scale)		UD:57	\$0.00
Tx Parks & Wildlife Data Request Fees		82.00	\$0.00
FEMA FIS Backup Data Request	-	400.00	\$400.00
FEMA Maps	-	75.00	\$25.00
Hazardous Materials Database Search	-	750.00	\$750.00
Curator (Drawer & TX Archaeological Research		2000	000
ao for arthacts & report		400.00	00.00
Maps and Map Records		100.000	\$0.00
Environmental Database search		900.00	\$800.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	-	40.00	\$40.00
TARL Curation Fee		200.00	\$0.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	100	50.00	\$5.000.00
B change of the		E4 000 00	00,000,00
Research Data Reput	10	\$50.00	\$5,000,00
Ord Carl Notice	100	65.00	\$500.00
COS DITY trates applied to antical time CDS units are in use)	2	\$30.00	\$0.000 00.000
GPO KIN (tates applied to actual filtre GPO units ald it use)		\$30.00	\$0.00
Showeler		\$100.00	\$0.00
une II ROW Monument - Excavated/Drilled, nocks, nocky spil, 2-4, inch death	20	\$240.00	\$4,800.00
type II HOW Manument - Poured 2-3 Feet (includes One Call, crew time,	20	\$280.00	\$5,800.00
		\$0.00	\$0.00

TOTAL \$2,588,989.15

SUBTOTAL \$28,503.15

ATTACHMENT E - FEE SCHEDULE
METHOD OF PAYMENT: SPECIFIED RATE AND UNIT COST

CSJ: PROJECT NAME: RM 2243 TYPE OF WORK: COUNTY: SUBPROVIDER: CORSAIR

TASK DESCRIPTION	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN	ENGINEER IN TRAINING	SENIOR ENGINEER TECH	ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HR AND COST
ROUTE AND DESIGN STUDIES											c
Boring Layout and Staking				4			80				2 2 2
Field Services/Longing During Orlling		12					180				190
Sample Analysis and Lab Assignments			5	9	10	15	50				85
Preliminary Pavement and Bridge Report		25	20	40	70	120	150				400
Final Pavement and Bridge Report		15		20	35	45	80				190
Invoicing & Clerical										15	15
											0
HOURS SUB-TOTALS	0	25	35	69	115	180	478	0	0	15	892
HOURLY CONTRACT RATE	\$271.00	\$271.00	\$240.87	\$180.66	\$165.59	\$143.01	\$105.37	\$82.80	\$46.97	\$72.28	
TOTAL LABOR COSTS	\$0.00	\$14,092.00	\$8,430.45	\$12,465.54	\$19,042.85	\$25,741.80	\$50,366.86	\$0.00	\$0.00	\$1,084.20	\$117,131.70
% DISTRIBUTION OF STAFFING	0.00%	12.03%	7.20%	10.64%	16.26%	21.98%	43.00%	0.00%	0.00%	0.93%	100%

\$117,131.70

SUBTOTAL

OTHER DIRECT EXPENSES	YTO	RATE	COST
Ladaina/Hotel - Taxes and Fees (per day/person)	34	\$30.00	\$1,020.00
Lo ding/Hotel- taxes and fees not included (per day/nerson)	34	\$96.00	\$3,264,00
Meals (per dawperson)	34	\$56.00	\$1,904.00
Mileage	400	\$0.58	\$232.00
Rental Car Fuel - (per day)		\$0.00	\$0.00
AASHTO Accrediation Soil Laboratory (per each)		\$0.00	\$0.00
CCRL Accrediation (per each)		\$0.00	\$0.00
Traffic Control Services, Arrow Boards, Atlenuator frucks- Small Project (includes labor, equipment and fuel foer day)		\$0.00	\$0.00
Traffic Control Services, Arrow Boards, Alternator trucks- Medium Project (includes labor, equipment and fuel (per day)	21	\$2,500.00	\$42,500.00
SUBTOTAL DIRECT EXPENSES			\$48,920.00

\$48,920.00

SUBTOTAL

SUR UNIT COST	ATO OTA	UNIT	RATE	COST
Calcium Carbonate Content of Soils-ASTM D4373- (per each)		EACH	20.00	\$0.00
California Bearing Ratio (Single Sample without MD Curve): ASTM D1883		FACH	\$350.00	\$700.00
(Casegrande Type Piezometers - (per each)		EACH	\$0.00	\$0.00
Casagrande Type Piezometers Installation (per each)		EACH	\$0.00	\$0.00
Concrete /AC Patch- (per patch)	24	PATCH	\$25.00	\$600.00
One Dimensional Swell - Method C- ASTM D4546 (per each)		PER EACH	\$0.00	\$0.00
Soil Boring/Rock Coring without TCP (<60 ft) (per LF)	80	PER LF	\$30.00	\$2,400.00
Soil Boring/Rock Coring with TCP (<60 ft)- Tex-132-E (per LF)	096	PER LF	\$35.50	\$34,080.00
Soil Boring/Rock Coring with TCP (>60 ft)- Tex-132-E (per LF)	160	PER LF	\$40.50	\$6,480.00
Splitting Tensile of Intact Rock Care - ASTM D3967 (per each)		PER EACH	\$0.00	\$0.00
Stand by of Crew (per hour)		PER HOUR	\$0.00	\$0.00
Standard Guide for Comparison of Field Methods for Determining Hydraulic			000	
Conductivity in Vadose Zone- ASTM D5126 (per each)		PER EACH	90.00	\$0.00
Standard Penetralion Test (SPT) - ASTM D1586 (per each)		PER EACH	\$0.00	\$0.00
Standard Proctor Test - ASTM D698 (per each)	2	PER EACH	\$250.00	\$500.00
Unconfined Compressive Strength (Soil)- ASTM 02166 (per each)	45	PER EACH	\$65.00	\$2,925.00

ATTACHMENT E - FEE SCHEDULE METHOD OF PAYMENT: SPECIFIED RATE AND UNIT COST

CSJ: PROJECT NAME: RM 2243 TYPE OF WORK: COUNTY: SUBPROVIDER: CORSAIR

[Determining Moisture Content in Soil Materials - Tex-103-E (per each)	286	PER EACH	\$9.00	\$2,574.00
Determining Liquid Limits of Soild- Tex-104-E (per each)	92	PER EACH	\$38.00	\$3,230.00
Determining Plastic Linits of Soils - Tex - 105-E (per each)	85	PER EACH	\$38.00	\$3,230.00
Particle Size Analysis of Soils - Tex-110-E (per each)	85	PER EACH	\$65.00	\$5,525.00
Determining the Amount of Malerial in Soils Finer that the 75 micrometer (No.		i d	\$55.00	1
200) Sieve- Tex-111-E (per each)	82	PER EACH		\$4,675.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of		i d	\$0.00	0
Base Materials - Tex-1130E (per each)		PER EACH		\$0.00
Bentonite Grouting of Boreholes - Bentonite Chips (per LF)	1200	PER LF	\$10.00	\$12,000.00
Backfill Borings (per LF)		PER LF	\$0.00	\$0.00
ATV-mounted Drilling Rig Surcharge (per each)		PER EACH	\$0.00	\$0.00
Determine Chloride and Sulfate and Sulfate Content in Soils Tex-620) (per			\$50.00	
each)	28	PER EACH	0.00	\$1,400.00
Night Drilling Surchage (per each)		PER EACH	\$0.00	\$0.00
Ground Penetrating Radar Testing (stand-alone) (per day)		PER DAY	\$0.00	\$0.00
Ground Penetrating Radar Testing (attached to FWD) (per day)		PER DAY	\$0.00	\$0.00
Light Tower (for night drilling) (per night)		PER NIGHT	\$0.00	\$0.00
Mobilization of Traffic Control (trips over 100 miles from office to site) (per mile)		PER MILE	\$0.00	\$0.00
Mobilization of Drilling Rig (Trip Less than 100 miles from office to site) (per each)		PER EACH	\$0.00	\$0.00
		TRIP OVER		
		100 MILES FROM OFFICE	\$5.00	
Mobilization of Drilling Rig (Trip over 100 miles from office to site), per mile	400	TO SITE		\$2,000.00
SUBTOTAL SUR UNIT COST				\$82,319.00

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TOTAL

\$248,370.70

PROJECT NAME: RM 2243 COUNTY: WILLIAMSON PRIME PROVIDER AMATERRA

	PROJECT	QUALITY	SENIOR ARCHEOLOGIST	ARCHEOLOGIST	ARCHEDLOGIST	ARCHEDI DGIBT	SENIOR	SENIOR	HISTORIAN II	ADMIN)	RENIGH	TOTAL
IASK DESCRIPTION	MANAGER	MANAGER	PRINCIPAL INVESTIGATOR	2	=	Ē	מבונים מונים	HISTORIAN		CLENICAL	OPERATOR	& COSTS
SOCIAL, ECONOMIC AND ENV. STUDIES AND PUBLIC INVOLV.												
Historic PCR	2	1					-	2	10		9	22
Historic Research Design	2	-					2	24	80		2	39
Historic Fieldwork	2	-					2	10	10		2	27
Historic Resources Survey Report	4	4					8	120	120	12	16	284
Archaeoloov Background Studies	7	,	4	10							9	23
Archaeology Fieldwork	4		24	92	84	160					4	369
Archaeology Report	4	4	æ	72	32	В				12	8	148
												0
HOURS SUB-TOTALS	20	13	36	174	116	168	13	156	148	24	44	912
HOURLY CONTRACT RATE	\$251.00	\$145.00	\$131.00	\$96.00	\$94.00	\$85.00	\$143.00	\$119.00	\$89.00	\$86.00	\$109.00	
TOTAL LABOR COSTS	\$5 020 00	\$1,885.00	\$4.716.00	\$16 704.00	\$10,904.00	\$14.280.00	\$1.859.00	\$18 564.00	\$13,172.00	\$2,064.00	\$4,796.00	\$93,964.00
N, DISTRIBUTION OF STAFFING	5.34%	2.01%	5.02%	17.78%	11.60%	15.20%	1.98%	19.76%	14.02%	2.20%	5.10%	100%
BNS	SUBTO AL \$93,964.00	П										
TASK DESCRIPTION	MANAGER	MANAGER	SENIOR ARCHEOLOGIST PRINCIPAL INVESTIGATOR	ARCHEOLOGIST IV	ARCHEOLOGIST III	ARCHEOLOGIST	SENIOR HISTORIAN	ARCHITECTURAL		CLERICAL	SENIOR	LABOR HRS.
PROJECT MANAGEMENT AND ADMINISTRATION								NAIRO SEL			OPERAL OF	8 00918
Project Invoicing and Progress Reports	23	16								16		34
												0
	r	ŭ	ic	c	c	c	c	c		ď		0 %
TOURS SUB-LO PALO	7	0	00 000	00 000	00400	0000	00 07 70	00 0776	00 000	20000	0000	5
HOUNEY CONTRACT RATE	\$250.00	3.145.UU	013.10D	390.00	984.00	\$63.00	9143,000	90.00	900.00	990.00	30.00	4 4 400 00
MODEL LABOR COSTS	\$502.00	55.28%	%00.0	%00 0	0.00%	0.00%	0.00%	0.00%		32.78%	0.00%	100%
Const	44 400 00											
	30B1014L 44,186.00	SERVING.	ANNE	ľ								
OTHER DIRECT EXPENSES		KAIE	CICAL									
Challeng of Content state (ale	0003	30.300										
Photocones Calor # 5X1	1000	30.75										
Photocopies Color 11 X 1	1 000	31.25	183381									
Historic Aarial fina de	Ç4	8125.00										
Backnoe Rental	2	\$1,500.00										
Cutation Records & Report	2.00	9300.00	March 1									
SATE TOTAL DAKEST ENFERREN	p	20000	87,7MC	le								
875	SUBTOTAL \$7,788.00	Γ										
		1										
	TOTAL \$105,950,00											

PROJECT NAME: RM 2243 TYPE OF WORK: COUNTY: SUB-PROVIDER: RPS

24 24 24 24 24 24 24 24 24 24 24 24 24 2		P POST OF PROPERTY OF PARAMETRICAL PLANNER PLA	1153.00 10.00 0.00 0.00 0.00 0.00 0.00 0.00	D SOO BLOOK	0 \$117.00 \$0.00 0.00 0.00 0.00 0.00 0.00 0.00		00.08	32	138 138
		2267.00 10.00 0.00 0.00 0.00 1	11.00 10.00 0.00 0.00 0.00 0.00 5.00 5.0	1195.00 1000 5000 5000 5000 FUNRONNERTAL	00.00 0.00 0.00 0.00 0.00 0.00 0.00 0.		00 05 00 05 0	32	54 136
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# F		5.267.00 15.	1183.00 10.00 0.001 0.001 EHVIRGIAMENTAL	1,05.00 1,00 1,00 1,00 1,00 1,00 1,00 1,00 1	8117.00 \$0.00 0.00 0.00 0.00 0.00 0.00 0.00		00 085 20 00		
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ar.		SH. EWARDIMELTAL	CHVIRCONNENTAL	ENVIRGNMENTAL PLANNER I	TENOTORNACEUTAL		0.00%	12,550,00	100,00%
ar .		SH EWYRCHMENTAL	SCIENTIST	PLANNER I	ENVIORNMENTAL	Į			
	DEPT MANAGER				PLANNER II	ACCOUNTANT	ACMINISTRATOR	ASSISTANT	LABOR HRS. & COSTS
	12	12							28
	12	12							28
	98			218	864				1160
	74		98	149	88				340
	30		1000						1080
	106								106
		70	9000	0.00	0				20,000
1		h7	1000	000	702	-	-	40000	74
	\$284.00	267.00	\$153.00	105.00	117.00	\$100.00	80.00	280.00	
t	170,115,00	16.401.90	334.53%	75, 124, CO	273,84,00	90.00	90.00	30.00	630.04%
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	0 0 0 1140 00 2140 00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0000 20 00 00 20 00 00	"1.00() 00 00 00 01.13	2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2	10	10 10 10 10 10 10 10 10	1	12 12 12 15 140 664 66	1.0 1.0

OYNER DIRECT EXPENSES	ALD.				MAYE	5037
Malinda BO miles round frits	2520	\$0.58			\$0.580	\$1,461,60
Meals Overnithi Sim Returned and day	26	\$56.00			\$50.00	\$1,300.00
Lodinna Hotel - Taxes and Pees	52	\$40.00			\$18.00	\$458.00
LodmarHolel - Taxes/feet.not included	25	\$145,00			\$120.00	\$3,120.00
Posture		\$0.55			\$0.55	\$0.00
Overnitht Mail - Letter Size ea	cı	\$15.00			\$15.00	\$30.00
Fhi book Bindrin & Tabbinii		\$30.00			\$30.00	\$0.00
Photocopies BAW 6 1/2" X 11.3		\$0.12			\$0.12	\$0.00
Photoco les B/W 11" X 17")		\$0.25			\$0.25	\$0.00
Pholoco lies Color 8 1/2" X 11		\$0,75			\$0.75	\$0.00
Photocolles Color (11" X 17")		\$1.50			\$1.50	\$0.00
Note BAW on Band Her all fool		\$0.80			\$0.60	\$0.00
Plate, Color on Bonil, for will foot		\$1.75			\$1.75	\$0.00
Plots Color on Photo ira thic Parer ires - tool		\$4.00			\$4.00	\$0.00
Noise Meter Rental eac	-	\$800,00			\$600.00	\$800.00
Hazardous Materials Dalabaso Search ea		\$1,480.00			\$1,480.00	\$1,480.00
Advactisements ((kin) publications, online ads, and social media ads)					\$500.00	\$0.00
SURTOTAL DIRECT EXPENSES						18,619,60
SUBYGYAL	\$8.659.60	П				
17101	2474 474 60	Γ				

PROJECT NAME: RM 2243 TYPE OF WORK: COUNTY: PRIME PROVIDER: INLAND

TASK SURVEY TECH GIS OPERATOR TECHNICIAN TE		PRLS	ŀ	SENIOR	SURVEY	SENIOR	GIS	GIS		FLAGGER ABSTRACTOR	1- PERSON	2- PERSON	3- PERSON	4- PERSON	4- PERSON	TOTAL
16 18 20 130 96 140 20 20 130 96 140 20 20 20 12	TASK DESCRIPTION	PROJECT	TASK	SURVEY	ТЕСН	GIS	OPERATOR	TECHNICIAN			SURVEY	SURVEY	SURVEY	SURVEY	SURVEY	LABOR HRS.
16 20 130 96 140 20 20 30 96 140 20 20 96 140 20 20 30 30 30 30 30 3	URVEYING		Н				* * * * * * * * * * * * * * * * * * * *									
12 36 60 110 20 0 0 0 0 0 0 120 120 120 120 120	non lamantal Cupian 19 (M.)	ā	06	130	98	140		20				9	120			802
## September Sep	upplemental survey (20 m)	12 22	38	80	110	20		2								238
TAFE 28 56 190 206 160 0 0 0 0 0 0 0 120 120 120 120 120 0 0 0																0
Albert Second S																0
EARE \$203.46 \$155.58 \$113.70 \$104.72 \$113.70 \$82.75 \$58.85 \$56.85 \$68.82 \$105.00 \$100.	DURS SUB-TOTALS	28	56	190	206	160	0	20	0	0	0	90	120	0	0	
\$6.66.77 \$8,712.70 \$21,602.24 \$21,572.32 \$18,191.36 \$0.00 \$1,675.52 \$0.00 \$1,676.50 \$0.00 \$1,00 \$0.00 \$21,600.0	SURLY CONTRACT RATE	\$203.46	\$155.58	\$113.70	\$104.72	\$113.70	\$92.75	\$83.78	\$56.85	\$68.82	\$105.00	\$160.00	\$180.00	\$205.00	\$5.800,00	
5.24% 8.02% 19.85% 16.74% 0.00% 1.54% 0.00% 0.00% 0.00% 0.00% 0.00% 19.88% 19.88%	DITAL LABOR COSTS	\$5.696.77	\$8,712.70	\$21,602.24	\$21,572.32	\$18,191.36	\$0.00	\$1.675.52	\$0.00	\$0.00	\$0.00	\$9,600,00	\$21,600.00	\$0.00	\$0.00	\$108,650.91
	DISTRIBUTION OF STAFFING	5.24%	8.02%	19.88%	19.85%	16.74%	%00.0	1.54%	%00'0	0.00%	%00'0	8.84%	19.88%	0.00%	%00.0	400%
	CTAILS	SUBTOTAL \$108 650 94	1													

SUBTOTAL Labor \$108,650.91

OTHER DIRECT EXPENSES	OTY	RATE	COST
Postage		\$0.000	\$0.00
Mileage (per mile)	1000	\$0.580	\$580,00
Lodging/Hotel (Taxes & Fees Included)		\$150.00	\$0.00
Type II ROW Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch	20	\$240.00	\$4,800.00
Type II ROW Monument - Poured 2-3 Feet (includes One Call, crew time,	20	\$290.00	\$5,800.00
Microsoff Share Point/Project Wise License lee and server		\$400.00	\$0.00
		\$0.00	\$0.00
SUBTOTAL DIRECT EXPENSES			\$11,180.00

SUBTOTAL \$11,180.00 TOTAL \$119,830.91

PROJECT NAME: CAMPO - RM 2243 TYPE OF WORK: COUNTY: SUB-PROVIDER: JMT

	SENIOR	SR PROJECT	SR. PROFESSIONAL	SR. ENGINEERING	ROFESSIONAL	ADMINISTRATIVE/	_
TASK DESCRIPTION	ADVISOR	MANAGER	=	ТЕСН	-	CLERICAL	LABOR HRS. & COSTS
ROUTE AND DESIGN STUDIES				1877 - A 1878			
MONTHLY INVOICES AND PROGRESS REPORTS		32				32	64
COORDINDATION MEETINGS	16	16					32
DESIGN SUPPORT	20	20	36	09	09		196
HOURS SUB-TOTALS	36	89	36	09	09	32	292
HOURLY CONTRACT RATE	\$235.00	\$225.00	\$210.00	\$155.00	\$125.00	\$68.00	
TOTAL LABOR COSTS	\$8,460.00	\$15,300.00	\$7,560.00	\$9.300.00	\$7,500.00	\$2,176.00	\$50,296.00
% DISTRIBUTION OF STAFFING	16.82%	30.42%	15.03%	18.49%	14.91%	4.33%	100.00%

	Г	
\$50,296.00		YLO
SUBTOTAL		
		SES
		NAFCT EXPENSE
		H.P.

OTHER DIRECT EXPENSES	DTY.	RATE	COST
Lodaina/Hotel (Taxes / fees not included)	4	145.00	\$580.00
Lodging/Hotel - Taxes and fees	4	40.00	\$160.00
Meals (Excluding alcohol & tips)	4	26.00	\$224.00
Mileage	1000	0.58	\$580.00
Rental Car (Includes taxes and fees; Insurance costs will not be		100.00	00.00
SUBTOTAL DIRECT EXPENSES			\$1,544.00

TOTAL \$51,840.00

PROJECT NAME: RM 2243 TYPE OF WORK: COUNTY: SUB-PROVIDER: BBI

TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SR.PROJEC MGR	SR. ENGINEER	SR.PROJEC MGR SR. ENGINEER DESIGN ENGINEER	Ē	SR. CLERICAL/ ADMINISTRATOR	3D MODELING (PER DAY)	TOTAL LABOR HRS.
ROUTE AND DESIGN STUDIES								
MONTHLY INVOICES AND PROGRESS REPORTS		32				32		64
SOORDINDATION MEETINGS	24	24						48
DESIGN SUPPORT	32	32	48	64	72		20	268
HOURS SUB-TOTALS	95	88	48	9	72	32	20	380
FOURLY CONTRACT RATE	\$285.00	\$260,00	\$201.00	\$145.00	\$130.00	\$88.00	\$810.00	
OTAL LABOR COSTS	\$15.960.00	\$22,880.00	\$9,648.00	\$9,280,00	\$9,360,00	\$2,848.00	\$16,200.00	\$86,176,00
CUISTRIBUTION OF STAFFING	18.52%	26.55%	11.20%	10.77%	10.85%	3.30%	15,80%	100.00%

Mileage
Rental Car (Includes laxes and fees; Insurance costs will not be SUBTOTAL DIRECT EXPENSES

OTHER DIRECT EXPENSES
Logary Hotel (Taxes / fees not included)
Logary Hotel - Taxes and fees
Meels Excluding alcohol & lijs)

SUBTOTAL 81,544.00

TOTAL \$87,720.00

PROJECT NAME: RM 2243 TYPE OF WORK: COUNTY: PRIME PROVIDER: WSB

TOTAL LABOR HRS. & COSTS \$68,289.60 304 416 OFFICE TECHNICIAN 32 \$62.00 \$1,984.00 32 \$145.00 \$153.00 \$11,600.00 \$12,240.00 PROJECT ENGINEER 8 80 PROJECT ENGINEER 8 80 SR. TRAFFIC ENGINEER \$180.00 SR. PROJECT ENGINEER \$195.00 48 48 SR. PROJECT MANAGER \$200.00 32 24 32 88 PRINCIPAL \$210.00 \$10,080.00 24 24 48 ROUTE AND DESIGN STUDIES
MONTHLY INVOICES AND PROGRESS REPORTS
COORDINDATION MEETINGS
DRAINAGE DESIGN SUPPORT TASK DESCRIPTION HOURS SUB-TOTALS HOURLY CONTRACT RATE TOTAL LABOR COSTS

SUBTOTAL \$68,289.60

OTHER DIRECT EXPENSES	αTY	LIND	COST
Lodging/Hotel (Taxes / fees not included)	4	145.00	\$580.00
Lodging/Hotel - Taxes and fees	4	40.00	\$160.00
Meals (Excluding alcohol & tips)	4	26.00	\$224.00
Mileage	1000	0.58	\$580.00
Rental Car (Includes taxes and fees; Insurance costs will not be		100.00	\$0.00
SUBTOTAL DIRECT EXPENSES			\$1,544.00

SUBTOTAL \$1,544.00

PROJECT NAME: RM 2243 TYPE OF WORK: COUNTY: PRIME PROVIDER: SAM

TASK DESCRIPTION	PRINCIPAL	SURVEYING RPLS PROJECT	SURVEYING PRLS TASK	SURVEYING SENIOR SURVEY	SURVEYING	SURVEYING 2-PERSON	SURVEYING 3-PERSON	FLIGHT CREW	SR. PROJECT	GEOSPATIAL PROJECT/	GEOSPATIAL	GEOSPATIAL PHOTGRAMMERIST	GEOSPATIAL ACQUISITION/CALIBRATION/	GEOSPATIAL LIDARI PHOTOGRAMMETRY	TOTAL LABOR HRS.
		MANAGER	LEADER	TECHNICIAN	TECHNICIAN	SURVEY CREW SURVEY CREW	SURVEY CREW	AIRCRAFT	MANAGER	ACQUISITION MGR		PROJECT LEAD	AERIAL TRIANGULATION TECH	TECHNICIAN	& COSTS
BURVEYING															
SAM Geospatial															0
Arrial Aquistion								89	2	9	80	16			40
Calibration									4	9		4	32	8	54
Data Extraction										24		9		232	262
Orthophotography										24		89	12	212	256
QAVac									80			80	2	4	22
															٥
SAM Survey															0
Aerial Targets / PID's (34 targets-16 truthing)		e	o	16	56	9									114
Frimary Control (10 monuments) Offerential levels		9	20	32	48	110	20								266
DAGC		1	-	2	9										10
		10000	0.000	100		200	10000			100					0
HODRE BUB TOTALS	0	10	36	R	99	170	20	ю.	14	09	ici	42	46	456	1024
HIDDRIY CONTRACT RATE	1215.00	\$175.00	1158.00	\$98.00	89.00	140.00	\$165.00	190.00	205.00	1165.00	130.00	\$115.00	198.00	\$95.00	
TOTAL LABOR COSTS	30.00	\$1.756.00	14,740.00	14 900 00	\$7,120,00	\$23,600,00	\$8,250,000	\$1,520.00	\$2,870.00	00.006.63	\$1,040,00	\$4,830.00	14,508.00	143,320,00	\$118,548,00
SCUID THEBUTTON OF STAFFING	*CIVID!	BOING	#DIVIG#	WCRANG	#DIVIO	#DIVICE	DVAGE	#DIV\0	BOWD	#DIVID:	#DIVIDE:	#GIVID:	BONON	#DIVIDE	#DIVIO#
INTOTOLIO	6110 510 00														

OTHER DREET EXPENSES	YTO	RATE	1800
GEOSPATIAL EQUIPMENT			\$0.00
MILEAGE (PER MILE)	1650	\$0.58	\$957.00
GROUND TARGET INCLUDES PAINT PANEL MATERIAL, ETC; EA	34	\$25.00	\$850.00
WOBILITATION FOR AFRICA PROTOSSADIVALIDAS TINED MING AIRCRAFT (INCLUDES AIRCRAFT, PILOT, CAMERAUDAR OPERATOR, FUEL AND TRANSPORTATION COST) PER PROJECT	_	\$20,000,00	\$20,000,00
FIXED WINS ARBORNE LIDAR-TRANSIT MILES (INCLUDING TURN, MANEUVER MILES, LOCAL AIRPORT TO PROJECT) PER MILE	o	\$6.00	\$72.00
AERIAL PHOTOGRAPHY - AIRBOHNE SPS7MU DATA COLLECTION/PROCESSING PER PROJECT	-	\$2,275.00	\$2.275.00
AERIAL PHOTOGRAPHY - PHOJECT FLIGHT MILES (GN) PROJECT FLIGHT MILES) PER MILE	24	\$30,00	\$720.00
CAS RECEIVER (MATES APPLIED TO ACTUAL TIME CIPS UNITS ARE IN USE) PER HOUR	150	\$25.00	\$3,750.00
PRIMARY CONTROL MONUMENT MATERIALS/SUPPLIES EA	10	\$90.00	\$900.00
SUBTOTAL DIRECT EXPENSES			\$28,524.00
SIBTOTAL	\$29.524.00		

TOTAL \$148,072,00

PROJECT NAME: RM 2243 COUNTY: WILLIAMSON PRIME PROVIDER: SWCA

TASK DESCRIPTION	MATTER EXPERT	X	×) V	N	=	=	arecives.	ADMIN	LABOR HRS.
SOCIAL, ECONOMIC AND ENV. STUDIES AND PUBLIC INVOLV.	TOM ALLEMAND (PM)				A 5 4 5 5 10					& COSIS
Geologic Assessment and Karst Survey	60		48		52	12			2	122
Williamson County RHCP Application	2		2	2	16		4	2	2	30
Bological Assessment	40	24	32		110		16	16	4	242
										0
										0
										0
										0
										0
HOURS SUB-TOTALS	20	24	82	2	178	12	20	18	60	394
HOURLY CONTRACT RATE	\$210.00	\$187.00	\$171.00	\$109.00	\$99.00	\$89.00	\$78.00	\$67.00	\$89.00	
TUTAL LABUR CUSITS	\$10.500.00	\$4,488.00	\$14,022.00	\$218.00	\$17,622.00	\$1,068.00	\$1,560.00	\$1,206.00	\$712.00	\$51,396,00
SUBTOTAL	\$51,396.00									

TASK DESCRIPTION	MATTER EXPERT TOM ALLEMAND (PM)	SPECIALIST	SPECIALIST	SPECIALIST	SPECIALIST	SPECIALIST	SPECIALIS
PROJECT MANAGEMENT AND ADMINISTRATION							
Project Invoicing and Progress Reports	30						
HOLIRS STIETOTALS	30	0	ю	0	o		
HOURLY CONTRACT RATE	\$210.00	\$187.00	\$171,00	\$109.00	\$99.00	\$89.00	97
TOTAL LABOR COSTS	\$6,300.00	\$0.00	\$0.00	20.02	\$0.00		\$0.00
SUS	SUBTOTAL \$6,300.00						

TOTAL LABOR HRS. & COSTS

ADMIN V

\$6,300.00

\$99.00

\$67.00

OTHER DIRECT EXPENSES		QTV	RATE	LSOO
Wilea e # of miles current state rate)		300	\$0.580	17400
GPS Receiver		4	\$50.00	00.00%
Photocopies B&W (8.5 X 11)		200	\$0.15	10.03
Photocopies Color (11 X 8.5)		90,	\$0.75	U0 3.
SUBTOTAL DRECT EXPENSES				\$470.00
	SUBTOTAL	\$479.00		

TOTAL \$58,175.00

Commissioners Court - Regular Session

Meeting Date: 01/14/2020

1604-075 CR 110 South Notice of Termination **Submitted By:** Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

37.

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Termination and Construction Notice of Change for Stormwater Discharges associated with Construction Activities for CR 110 South, a Road Bond project in Commissioner Pct. 4.

P: 260 Funding: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 110 South have been completed and the roadway is open to the public. A TCEQ Construction Notice of Change Form is required to update the County's authorized signatory to submit the needed Notice of Termination to TCEQ.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1604-075 CR 110 South Notice of Termination 1604-075 CR 110 South Notice of Change

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 11:01 AM

Form Started By: Dawn Haggard Started On: 01/02/2020 04:50 PM

Final Approval Date: 01/09/2020

Texas Commission on Environmental Quality

Construction Notice of Termination TXR15127A

Site Information (Regulated Entity)

What is the name of the site to be authorized? COUNTY ROAD 110 SOUTH

Does the site have a physical address?

Physical Address

Because there is no physical address, describe how to ROADWAY WIDENING

locate this site: BETWEEN US 79 AND LIMMER

LOOP ON CR 110

City ROUND ROCK

State TX ZIP 78665

County WILLIAMSON

Primary SIC Code 1611

Secondary SIC Code
Primary NAICS Code
Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)? RN109620666

What is the name of the Regulated Entity (RE)? COUNTY ROAD 110 SOUTH

Does the RE site have a physical address?

Physical Address

Because there is no physical address, describe how to ROADWAY WIDENING

locate this site: BETWEEN US 79 AND LIMMER

LOOP ON CR 110

City ROUND ROCK

State TX ZIP 78665

County WILLIAMSON

Latitude (N) (##.#####) 32.519444

Longitude (W) (-###.#####) -97.601111

Facility NAICS Code 237310

What is the primary business of this entity?

CONSTRUCT AND WIDEN

COUNTY ROAD 110 SOUTH

Customer (Applicant) Information

How is this applicant associated with this site?

What is the applicant's Customer Number (CN)?

Type of Customer

Full legal name of the applicant:

Legal Name

Texas SOS Filing Number

Federal Tax ID

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

Independently Owned and Operated?

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to

do business in Texas.

Responsible Authority Contact

Organization Name

Prefix

First

Middle

Last

Suffix

Credentials

Title

Responsible Authority Mailing Address Enter new address or copy one from list:

Address Type

Mailing Address (include Suite or Bldg. here, if applicable)

Routing (such as Mail Code, Dept., or Attn:)

State TX

ZIP

Phone (###-###-###) 5127449082

Extension

City

Alternate Phone (###-###-###)

Operator

CN600897888

County Government

Williamson County

746000978

501+

No

Williamson County

VALERIE

COVEY

JUDGE

Domestic

STE100

101 E OLD SETTLERS BLVD

ROUND ROCK

78664

Fax (###-###-###)

E-mail ROADS@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this

application:

Same as another contact?

Organization Name **HNTB CORPORATION**

Prefix

DAWN First

Middle

Last **HAGGARD**

Suffix

Credentials

Title PROJECT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type Domestic

101 E OLD SETTLERS BLVD Mailing Address (include Suite or Bldg. here, if applicable)

Routing (such as Mail Code, Dept., or Attn:)

ROUND ROCK City

State TX ZIP 78664

Phone (###-###) 5127449082

Extension

Alternate Phone (###-###-###)

Fax (###-###-###) 5122189940

E-mail DHAGGARD@HNTB.COM

Construction Notice of Intent - Termination Reason

What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)

Final stabilization has been

achieved.

Texas Commission on Environmental Quality

Construction Notice of Change TXR15127A

Site Information (Regulated Entity)

What is the name of the site to be authorized? COUNTY ROAD 110 SOUTH

Does the site have a physical address?

Physical Address

Because there is no physical address, describe how to ROADWAY WIDENING

locate this site: BETWEEN US 79 AND LIMMER

LOOP ON CR 110

City ROUND ROCK

State TX ZIP 78665

County WILLIAMSON

Latitude (N) (##.#####) 32.519444 Longitude (W) (-###.#####) -97.601111

Primary SIC Code 1611

Secondary SIC Code
Primary NAICS Code
Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)? RN109620666

What is the name of the Regulated Entity (RE)? COUNTY ROAD 110 SOUTH

Does the RE site have a physical address?

Physical Address

Because there is no physical address, describe how to ROADWAY WIDENING

locate this site: BETWEEN US 79 AND LIMMER

LOOP ON CR 110

City ROUND ROCK

State TX ZIP 78665

County WILLIAMSON

Latitude (N) (##.#####) 32.519444

Longitude (W) (-###.#####) -97.601111

Facility NAICS Code 237310

What is the primary business of this entity?

CONSTRUCT AND WIDEN

COUNTY ROAD 110 SOUTH

Customer (Applicant) Information

How is this applicant associated with this site?

What is the applicant's Customer Number (CN)?

Type of Customer

Full legal name of the applicant:

Legal Name

Texas SOS Filing Number

Federal Tax ID

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

Independently Owned and Operated?

I certify that the full legal name of the entity applying for

this permit has been provided and is legally authorized to

do business in Texas.

Responsible Authority Contact

Organization Name

Prefix

First

Middle

Last

Suffix

Credentials

Title

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:) STE100

City **ROUND ROCK**

State TX ZIP

Phone (###-###-###) 5127449082

Extension

Alternate Phone (###-###-###)

https://www19.tceq.texas.gov/ePermitsExternal/faces/views/reports/applicationSummaryRe... 1/2/2020

Operator

CN600897888

County Government

Williamson County

746000978

501+

No

Yes

Williamson County

Bill

Gravell

JR

JUDGE

78664

Fax (###-###-###)

E-mail ROADS@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this

application:

Same as another contact?

HNTB CORPORATION Organization Name

Prefix

First **DAWN**

Middle

Last **HAGGARD**

Suffix

Credentials

Title PROJECT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:)

City **ROUND ROCK**

State TX ZIP 78664

Phone (###-###-###) 5127449082

Extension

Alternate Phone (###-###-####)

Fax (###-###-###) 5122189940

E-mail DHAGGARD@HNTB.COM

Notice of Change General Characteristics

1. What are you proposing to change from what was last provided for this permit?

Other Changes Not Asked

1.7 What are the other proposed changes not asked in this

Change of Signing Authority for

section of the Notice of Change?

Owner 1611

2. What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?

3. If applicable, what is the Secondary SIC Code(s)?

4.	What is the total number of acres disturbed?	42.5
5.	Is the project site part of a larger common plan of development or sale?	No
6.	What is the estimated start date of the project?	01/13/2017
7.	What is the estimated end date of the project?	06/06/2018
8.	Will concrete truck washout be performed at the site?	Yes
9.	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	MCNUTT CREEK,BRUSHY CREEK
10.	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
11.	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
11.1	What is the name of the MS4 Operator?	ROUND ROCK
12.	Are any of the surface water bodies receiving discharges from the construction site on the 2016 Texas Integrated Report of Surface Water Quality?	Yes
12.1	What is the name(s) of the impaired water body(s) receiving the discharges from the construction site?	BRUSHY CREEK
13.	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
14.	I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes

Commissioners Court - Regular Session

Meeting Date: 01/14/2020

1708-186 CR 119 Notice of Termination

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

38.

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Termination for Stormwater Discharges associated with Construction Activities for CR 119, a Road Bond project in Commissioner Pct. 4.

P: 214 Funding: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on CR 119 have been completed and the roadway is open to the public.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1708-186 CR 119 Notice of Termination

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:06 AM

Form Started By: Dawn Haggard Started On: 01/07/2020 04:38 PM

Final Approval Date: 01/09/2020

Texas Commission on Environmental Quality

Construction Notice of Termination TXR15058I

Site Information (Regulated Entity)

What is the name of the site to be authorized? **COUNTY ROAD 119**

Does the site have a physical address? No

Physical Address

Because there is no physical address, describe how to CR 119 - NEW ROADWAY

locate this site: CONSTRUCTION FROM

LIMMER LOOP TO CHANDLER

ROAD

30.3326

City **HUTO**

State TX

ZIP 78634

County WILLIAMSON

Latitude (N) (##.#####) -97.3332 Longitude (W) (-###.####)

Primary SIC Code 1611

Secondary SIC Code

Primary NAICS Code

Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)? RN110059318

What is the name of the Regulated Entity (RE)? **COUNTY ROAD 119**

Does the RE site have a physical address? No

Physical Address

Because there is no physical address, describe how to CR 119 - NEW ROADWAY

locate this site: **CONSTRUCTION FROM**

LIMMER LOOP TO CHANDLER

ROAD

City **HUTO** State TX

ZIP 78634

County WILLIAMSON

Latitude (N) (##.#####) 30.3326 Longitude (W) (-###.####) -97.3332

Facility NAICS Code 237310 What is the primary business of this entity?

Customer (Applicant) Information

How is this applicant associated with this site? Operator

What is the applicant's Customer Number (CN)? CN600897888

Type of Customer County Government

Full legal name of the applicant:

Legal Name Williamson County

Texas SOS Filing Number

Federal Tax ID 746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees 501+ Independently Owned and Operated? No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to

do business in Texas.

Responsible Authority Contact

Organization Name Williamson County

Prefix

First Bill

Middle

Last Gravell Suffix JR

Credentials

Title **JUDGE**

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:) STE100

ROUND ROCK City

State TX ZIP 78664

5127449082 Phone (###-###-###)

Extension

Alternate Phone (###-###-###)

Fax (###-###-###)

E-mail ROADS@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this

application:

Same as another contact?

Organization Name HNTB CORPORATION

Prefix

First DAWN

Middle

Last HAGGARD

Suffix

Credentials

Title PROJECT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:)

City ROUND ROCK

State TX

ZIP 78664

Phone (###-###) 5127449082

Extension

Alternate Phone (###-###-###)

Fax (###-####)

E-mail DHAGGARD@HNTB.COM

Construction Notice of Intent - Termination Reason

1. What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)

Final stabilization has been

achieved.

Commissioners Court - Regular Session

Meeting Date: 01/14/2020

1608-108 RM 620 Phase 2 Notice of Termination **Submitted By:** Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Termination and Construction Notice of Change for Stormwater Discharges associated with Construction Activities for RM 620 Phase 2, a Road Bond project in Commissioner Pct. 1.

P: 235 Funding: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on RM 620 Phase 2 have been completed and the roadway is open to the public. A TCEQ Construction Notice of Change Form is required to update the County's authorized signatory to submit the needed Notice of Termination to TCEQ.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1608-108 RM 620 Phase 2 Notice of Termination 1608-108 RM 620 Phase 2 Notice of Change

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 11:00 AM

Form Started By: Dawn Haggard Started On: 01/07/2020 04:49 PM

Final Approval Date: 01/09/2020

39.

Texas Commission on Environmental Quality

Construction Notice of Termination TXR15126A

Site Information (Regulated Entity)

What is the name of the site to be authorized? RM 620 PHASE 2

Does the site have a physical address? No

Physical Address

Because there is no physical address, describe how to **ROADWAY WIDENING AND**

locate this site: SAFETY IMPROVEMENTS

FROM WYOMING SPRINGS DR

TO DEEP WOOD DR

City **ROUND ROCK**

State TX ZIP 78681

County WILLIAMSON

Latitude (N) (##.#####) 30.508888 -97.711111 Longitude (W) (-###.####)

Primary SIC Code 1611

Secondary SIC Code Primary NAICS Code Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)? RN109620658 RM 620 PHASE 2 What is the name of the Regulated Entity (RE)?

Does the RE site have a physical address? No

Physical Address

Because there is no physical address, describe how to **ROADWAY WIDENING AND**

locate this site: SAFETY IMPROVEMENTS

FROM WYOMING SPRINGS DR

TO DEEP WOOD DR

City **ROUND ROCK**

State TX ZIP 78681

County WILLIAMSON

Latitude (N) (##.#####) 30.508888 Longitude (W) (-###.####) -97.711111

Facility NAICS Code 237310 What is the primary business of this entity?

WIDENING AND SAFETY IMPROVEMENTS

Operator

CN600897888

County Government

Customer (Applicant) Information

How is this applicant associated with this site?

What is the applicant's Customer Number (CN)?

Type of Customer

Full legal name of the applicant:

Legal Name Williamson County

Texas SOS Filing Number

Federal Tax ID 746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees 501+

Independently Owned and Operated?

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to

do business in Texas.

Responsible Authority Contact

Organization Name Williamson County

Prefix

First VALERIE

Middle

Last COVEY

Suffix

Credentials

Title JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:)

STE100

City ROUND ROCK

State TX ZIP 78664

Phone (###-####) 5127449082

Extension

Alternate Phone (###-###-###)

Fax (###-###-###)

E-mail ROADS@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this

application:

Same as another contact?

Organization Name **HNTB CORPORATION**

Prefix

First **DAWN**

Middle

HAGGARD Last

Suffix

Credentials

Title PROJECT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:)

City **ROUND ROCK**

State TX ZIP 78664

Phone (###-###-###) 5127449082

Extension

Alternate Phone (###-###-###)

Fax (###-###-###) 5122189940

E-mail DHAGGARD@HNTB.COM

Construction Notice of Intent - Termination Reason

What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)

Final stabilization has been

achieved.

Texas Commission on Environmental Quality

Construction Notice of Change TXR15126A

Site Information (Regulated Entity)

What is the name of the site to be authorized? RM 620 PHASE 2

Does the site have a physical address?

Physical Address

Because there is no physical address, describe how to ROADWAY WIDENING AND

locate this site: SAFETY IMPROVEMENTS

FROM WYOMING SPRINGS DR

TO DEEP WOOD DR

City ROUND ROCK

State TX
ZIP 78681

County WILLIAMSON

Latitude (N) (##.#####) 30.508888 Longitude (W) (-###.######) -97.711111

Primary SIC Code 1611

Secondary SIC Code
Primary NAICS Code
Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?

RN109620658

What is the name of the Regulated Entity (RE)?

RM 620 PHASE 2

Does the RE site have a physical address?

Physical Address

Because there is no physical address, describe how to ROADWAY WIDENING AND

locate this site: SAFETY IMPROVEMENTS

FROM WYOMING SPRINGS DR

TO DEEP WOOD DR

City ROUND ROCK

State TX
ZIP 78681

County WILLIAMSON

Latitude (N) (##.#####) 30.508888 Longitude (W) (-###.######) -97.711111

Facility NAICS Code 237310

What is the primary business of this entity?

WIDENING AND SAFETY **IMPROVEMENTS**

Operator

Yes

CN600897888

Customer (Applicant) Information

How is this applicant associated with this site?

What is the applicant's Customer Number (CN)?

Type of Customer County Government

Full legal name of the applicant:

Legal Name Williamson County

Texas SOS Filing Number

Federal Tax ID 746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID **DUNS Number**

501+ Number of Employees

Independently Owned and Operated? No

I certify that the full legal name of the entity applying for

this permit has been provided and is legally authorized to

do business in Texas.

Responsible Authority Contact

Organization Name Williamson County

Prefix

Bill First

Middle

Gravell Last Suffix JR

Credentials

Title **JUDGE**

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:) STE100

ROUND ROCK City

State TX ZIP 78664

Phone (###-###-###) 5127449082 Extension

Alternate Phone (###-###-###)

Fax (###-###-###)

E-mail ROADS@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this

application:

Same as another contact?

Organization Name HNTB CORPORATION

Prefix

First DAWN

Middle

Last HAGGARD

Suffix

Credentials

Title PROJECT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:)

City ROUND ROCK

State TX ZIP 78664

Phone (###-#####) 5127449082

Extension

Alternate Phone (###-###-###)

provided for this permit?

section of the Notice of Change?

Fax (###-###-###) 5122189940

E-mail DHAGGARD@HNTB.COM

Notice of Change General Characteristics

1. What are you proposing to change from what was last Other Changes Not Asked

1.7 What are the other proposed changes not asked in this Change of authorized signer

2. 1611

	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	
3.	If applicable, what is the Secondary SIC Code(s)?	
4.	What is the total number of acres disturbed?	12.99
5.	Is the project site part of a larger common plan of development or sale?	No
6.	What is the estimated start date of the project?	01/13/2017
7.	What is the estimated end date of the project?	06/01/2018
8.	Will concrete truck washout be performed at the site?	Yes
9.	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	LAKE CREEK,BRUSHY CREEK
10.	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
11.	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
11.1	What is the name of the MS4 Operator?	ROUND ROCK
12.	Are any of the surface water bodies receiving discharges from the construction site on the 2016 Texas Integrated Report of Surface Water Quality?	Yes
12.1	What is the name(s) of the impaired water body(s) receiving the discharges from the construction site?	BRUSHY CREEK
13.	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
13.1	I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
14.	I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes

Meeting Date: 01/14/2020

1710-194 Neenah Avenue Widening Notice of Termination

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

40.

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Termination for Stormwater Discharges associated with Construction Activities for Neenah Avenue Widening, a Road Bond project in Commissioner Pct. 1.

P: 278 Funding: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on Neenah Avenue have been completed and the roadway is open to the public.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1710-194 Neenah Avenue Widening Notice of Termination

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 10:28 AM

Form Started By: Dawn Haggard Started On: 01/07/2020 04:56 PM

Texas Commission on Environmental Quality

Construction Notice of Termination TXR15056I

Site Information (Regulated Entity)

What is the name of the site to be authorized? NEENAH AVENUE WIDENING

Does the site have a physical address? No

Physical Address

Because there is no physical address, describe how to FROM OLIVE HILL DRIVE TO

locate this site: SAVIO HIGH SCHOOL

DRIVEWAY

City **AUSTIN**

State TX ZIP 78717

County WILLIAMSON

30.488055 Latitude (N) (##.#####) Longitude (W) (-###.####) -97.7625

1611 Primary SIC Code

Secondary SIC Code Primary NAICS Code Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)? RN110075785

What is the name of the Regulated Entity (RE)? NEENAH AVENUE WIDENING

Does the RE site have a physical address? No

Physical Address

Because there is no physical address, describe how to FROM OLIVE HILL DRIVE TO

locate this site: SAVIO HIGH SCHOOL

DRIVEWAY

City **AUSTIN**

State TX ZIP 78717

County WILLIAMSON

30.488055 Latitude (N) (##.#####) Longitude (W) (-###.####) -97.7625 Facility NAICS Code 237310

What is the primary business of this entity?

Operator

Customer (Applicant) Information

How is this applicant associated with this site?

What is the applicant's Customer Number (CN)?

CN600897888

Type of Customer County Government

Full legal name of the applicant:

Legal Name Williamson County

Texas SOS Filing Number

Federal Tax ID 746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees 501+
Independently Owned and Operated? No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to

do business in Texas.

Responsible Authority Contact

Organization Name Williamson County

Prefix

First Bill

Middle

Last Gravell Suffix JR

Credentials

Title JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:)

STE100

City ROUND ROCK

State TX ZIP 78664

Phone (###-###-###) 5127449082

Extension

Alternate Phone (###-###-###)

Fax (###-###-###)

E-mail dhaggard@hntb.com

Application Contact

Person TCEQ should contact for questions about this

application:

Same as another contact?

HNTB CORPORATION Organization Name

Prefix

First **DAWN**

Middle

Last **HAGGARD**

Suffix

Credentials

Title PROJECT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD

Routing (such as Mail Code, Dept., or Attn:)

City **ROUND ROCK**

State TX

ZIP 78664

5127449082 Phone (###-###-###)

Extension

Alternate Phone (###-###-###)

Fax (###-###-###) 5122189940

E-mail DHAGGARD@HNTB.COM

Construction Notice of Intent - Termination Reason

What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)

Final stabilization has been

achieved.

Meeting Date: 01/14/2020 Hairy Man Rd.- First Amendment

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road

Bond

41.

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a First Amendment to Real Estate Contract with One Way Baptist Church. Parcel S1- Funding: Road Bonds P284

Background

Fiscal Impact

ı				
ı	From/To	Acct No.	Description	Amount

Attachments

One Way First Amendment

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 01:51 PM

Form Started By: Charlie Crossfield Started On: 01/09/2020 11:53 AM

FIRST AMENDMENT TO REAL ESTATE CONTRACT

Hairy Man Road Right of Way—Parcel S1

This First Amendment to Real Estate Contract is entered into effective the date it is last executed, between ONE WAY BAPTIST CHURCH, INC. ("Seller"), and WILLIAMSON COUNTY, TEXAS ("Purchaser" or "County").

The parties entered into a Real Estate Sale Contract dated effective on or about the 11th day of January, 2019 (the "Contract") to covey certain property interests for construction of the proposed Hairy Man Road improvement project ("Property").

In order to assist with the requirements for County to submit its WPAP plan to the Texas Commission on Environmental Quality, and to allow Purchaser to proceed with construction of proposed roadway improvements upon the Property while the parties complete title curative and lien release obligations pursuant to the terms of the Contract, Seller and Purchaser now desire to amend such Contract to allow the County to have legal possession of the Property while title curative actions are being undertaken to facilitate the Closing as required in the Contract, and in consideration of the mutual agreements herein contained, it is agreed as follows:

Amendment. Section 8.13 is hereby added to the Contract to read as follows:

Possession and Use Agreement

8.13. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed Hairy Man Road improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures required by the Contract to complete the Closing of the purchase transaction.

Ratification. In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This_

9th day of January, 20 20.

ONE WAY BAPTIST CHURCH, INC.

Bernard Buhl, Pastor

APPROVED BY PURCHASER: Thisday of	,20
WILLIAMSON COUNTY, TEXAS	
By:	
Bill Gravel, Jr., County Judge	

Meeting Date: 01/14/2020

Interlocal Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road

Bond

42.

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute an Interlocal Agreement between Williamson County and Fern Bluff MUD.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fern Bluff ILA

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 12:03 PM

Form Started By: Charlie Crossfield Started On: 01/09/2020 12:00 PM

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND FERN BLUFF MUNICIPAL UTILITY DISTRICT REGARDING HAIRY MAN ROAD IMPROVEMENTS AND THE HAIRY MAN ROAD AND GREAT OAKS AT BRUSHY CREEK PROJECT

	THIS INTERLOCAL AGREEMENT is made and entered into effective this	day
of	, 2019, by and between WILLIAMSON COUNTY (the "County") and	the
FERN	BLUFF MUNICIPAL UTILITY DISTRICT (the "District"), political subdivisions of	the
State	of Texas.	

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County is in the process of designing and constructing a widening and rehabilitation of Hairy Man Road/Brushy Creek Road from Brushy Bend (Walsh Drive) to Sam Bass Road and improvements at the intersection of Hairy Man Road and Great Oaks Drive, including the construction of a new bridge crossing Brushy Creek (collectively, the "Project"); and

WHEREAS, the District and County desire to cooperate regarding certain aspects of the Project, as stated herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

General Purpose

This Agreement generally sets for the terms and conditions pursuant to which the District shall convey certain real property interests to the County for the Project, and pursuant to which the County shall incorporate certain improvements into the as consideration for the District's conveyance of real property interests.

II.

County Obligations

- 1. County agrees to include within the Project the following at the sole cost and expense of the County:
 - a. Replacement, reconstruction and/or relocation all trails and sidewalks impacted by the Project to a condition not less than the current trails and sidewalks. A description of the sidewalk and trail improvements is set forth on **Exhibit "A"** and the plans for the replacement, reconstruction and/or relocation all trails and sidewalks shall be subject to the District's reasonable approval as to location and design.
 - b. Design and construction of modifications to the parking lot of Olsen Meadows Park, including, but not limited to providing striping and space adequate to accommodate not less than 29 parking spaces; designing and installing a 12-inch water line relocation around the culvert extension; resurfacing and striping of driveways and parking lot; constructing the driveway on the east side of the parking lot to be no less than 23 feet wide at its entrance; and installing a left turn entrance from Hairy Man Road. A

- description of the modifications to the parking lot is set forth on **Exhibit**"B" and the plans for the modifications to the parking lot shall be subject to the District's reasonable approval as to location and design.
- c. Design and installation water and wastewater lines to replace all existing District lines in conflict with the Project. All relocation plans and specifications must be approved by the District in advance of construction by the County, and shall be undertaken so as to prevent any disruption in water or sewer service to District customers.
- d. Design and construction of a maintenance yard with asphalt surface and drainage at the trail located east of Great Oaks on Hairy Man Road. A description of the modifications to the maintenance yard is set forth on <a href="Exhibit" C" and the plans for the modifications to the maintenance yard shall be subject to the District's reasonable approval as to location and design.

All of the foregoing improvements shall be constructed simultaneously with, and as part of, the road improvements that constitute the Project.

2. Notwithstanding any provision herein to the contrary, to the extent that any components of the Project require repair. replacement or relocation of any existing improvements or property owned the District, the final design and completion of such repair(s). replacement(s) and relocation(s) shall be subject to the approval of the District, which approval shall not be unreasonably withheld or delayed.

 Upon completion of construction, the County shall maintain all Project improvements that are not District property at the County's sole cost and expense.

III.

District Obligations

- Simultaneously with the execution of this Agreement, the District shall execute that certain
 Quitclaim Deed in the form attached hereto as <u>"Exhibit D"</u> dedicating without warranty
 the certain real property described therein.
- District will own, operate, maintain and repair the Olsen Meadows parking lot, District trails, and sidewalks that are relocated, repaired, replaced or modified by the County in accordance with the terms of this Agreement upon completion of installation by the County, and approval thereof by the District, in accordance with the terms of this Agreement.
- 3. After acceptance, District will own, operate, maintain and repair all District water and wastewater lines installed by the County as part of the Project. No formal conveyance of facilities shall be required, and upon acceptance by the District, the water and wastewater lines shall be deemed owned by the District for all purposes.

IV.

Miscellaneous

1. Neither the District nor County waives, modifies, or alters 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 with respect to claims brought by third parties. The parties

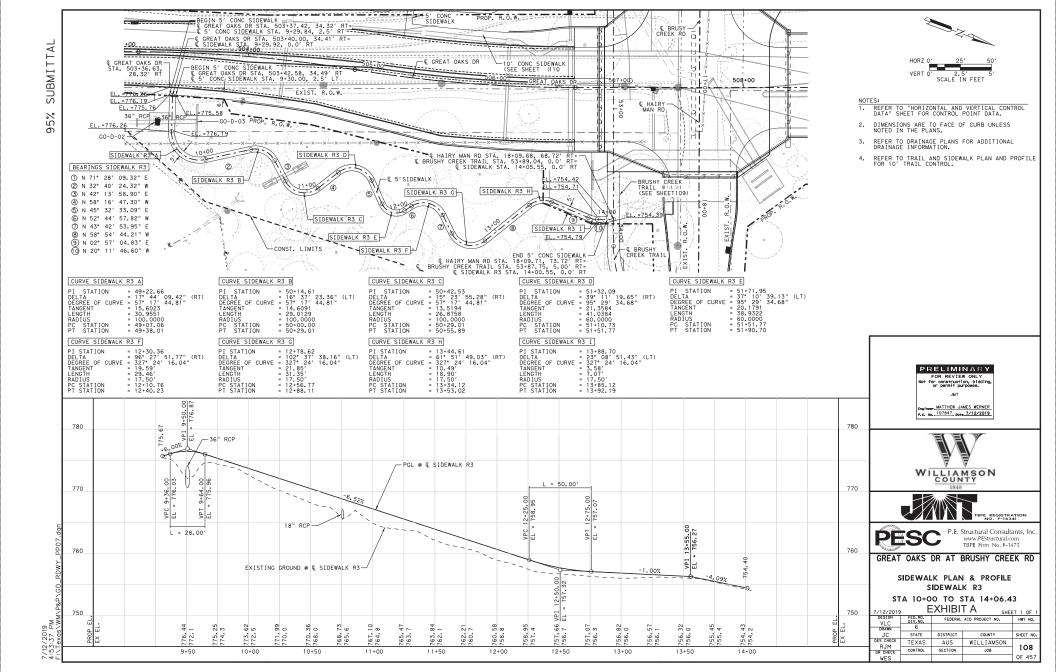
- acknowledge that this Agreement constitutes a contract for goods and services for which governmental immunity is waived.
- 2. This Agreement may not be amended or modified except in writing executed by both the District and Williamson County, and authorized by their respective governing bodies.
- 3. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be constructed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- 4. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 5. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by District. The Parties acknowledge that the Project could take considerable time to design and construct, due to the environmentally sensitive areas within the Project footprint. If the Project has not been constructed and opened to the public within five (5) years after the Effective Date, the District and/or the County reserves the right to terminate this Agreement.

- 6. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.
- 7. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

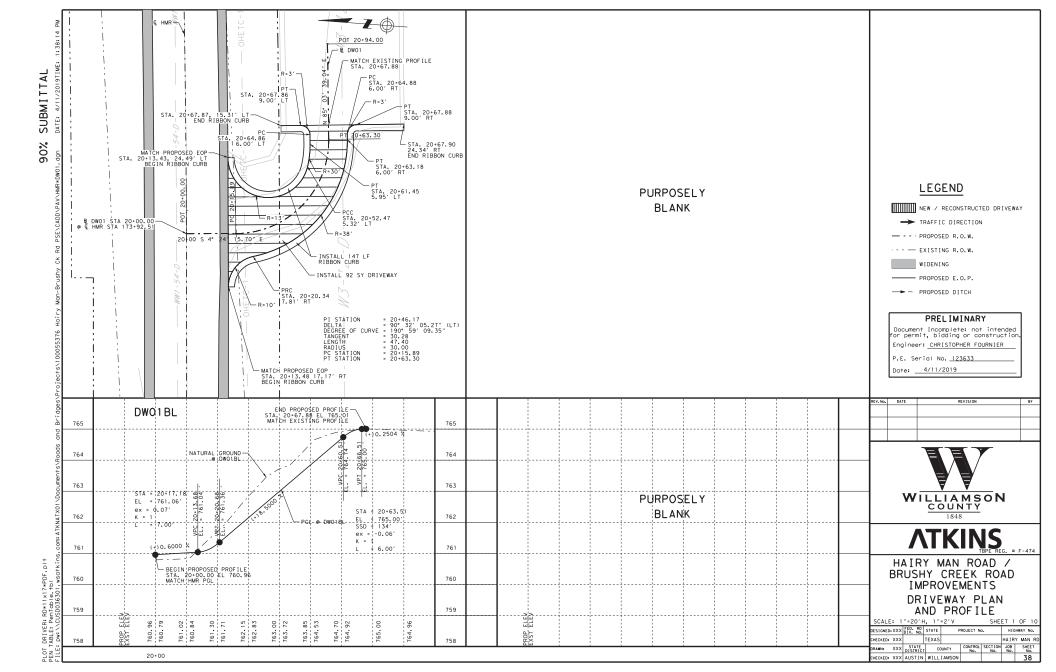
(signatures on following page)

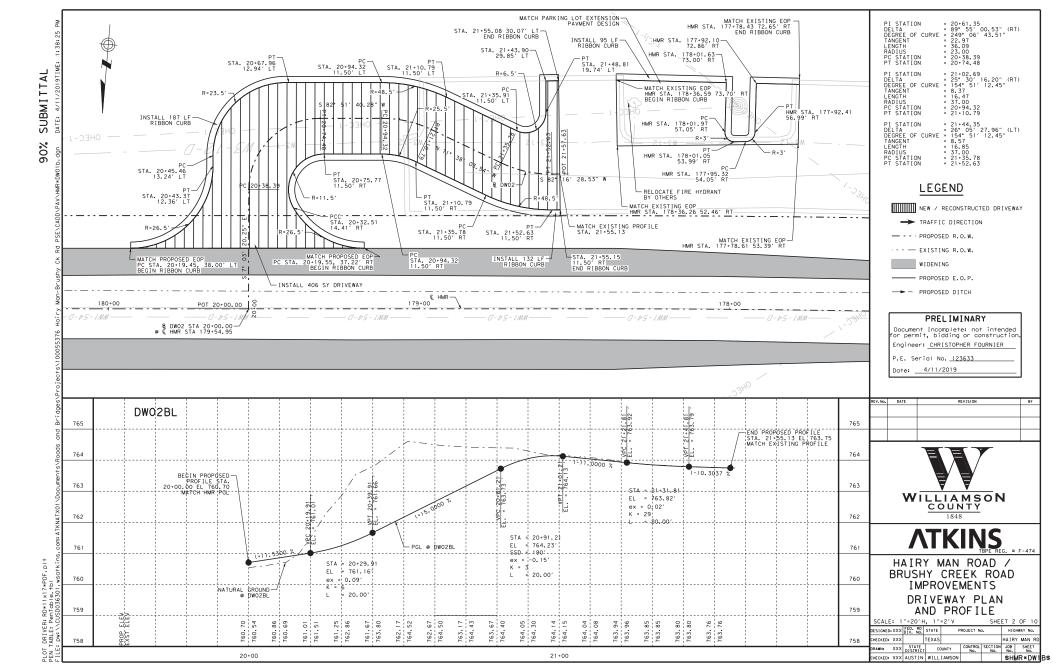
IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

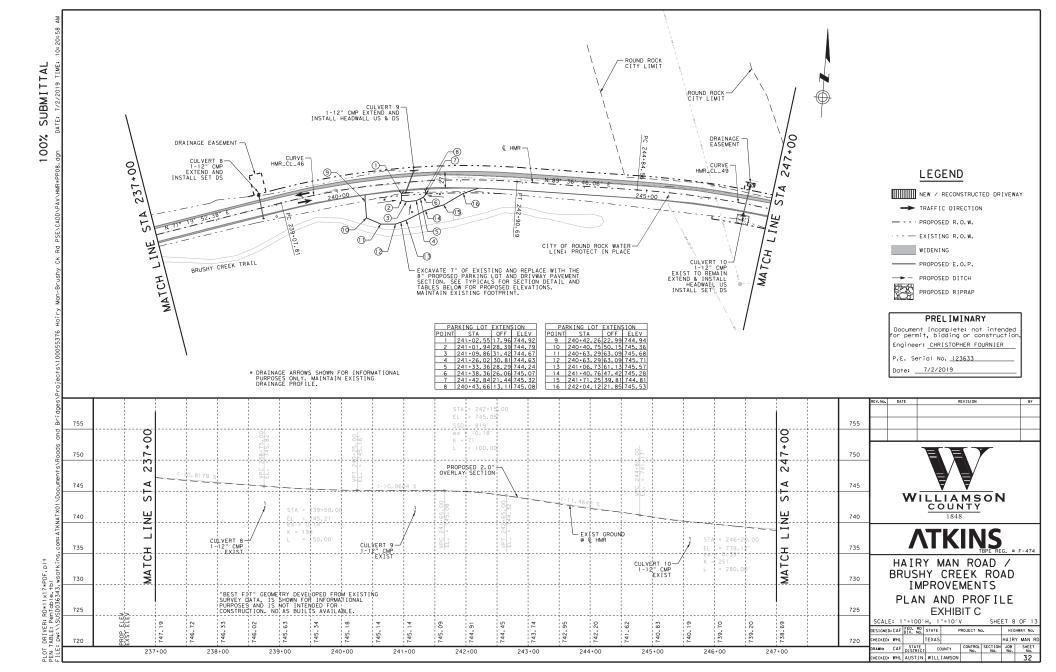
	WILLIAMSON COUNTY
	By:Bill Gravell Jr, County Judge
Attest:	
Nancy Rister, County Clerk	
	FERN BLUFF MUNICIPAL UTILITY DISTRICT
	By: Seor Bal
Zimea Stempto	
Natrict Country	

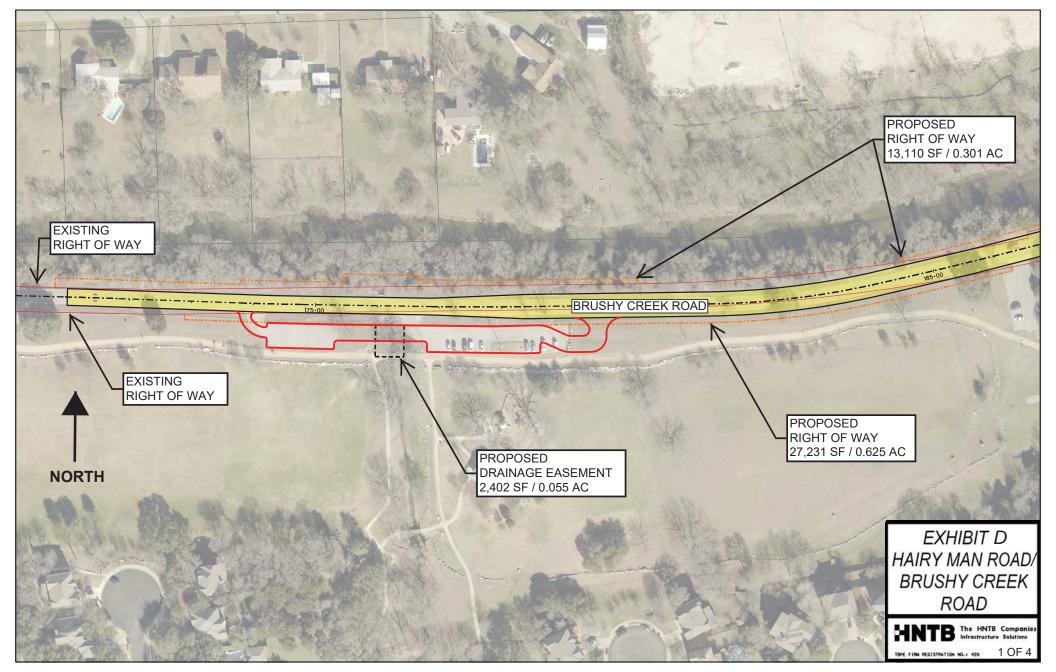


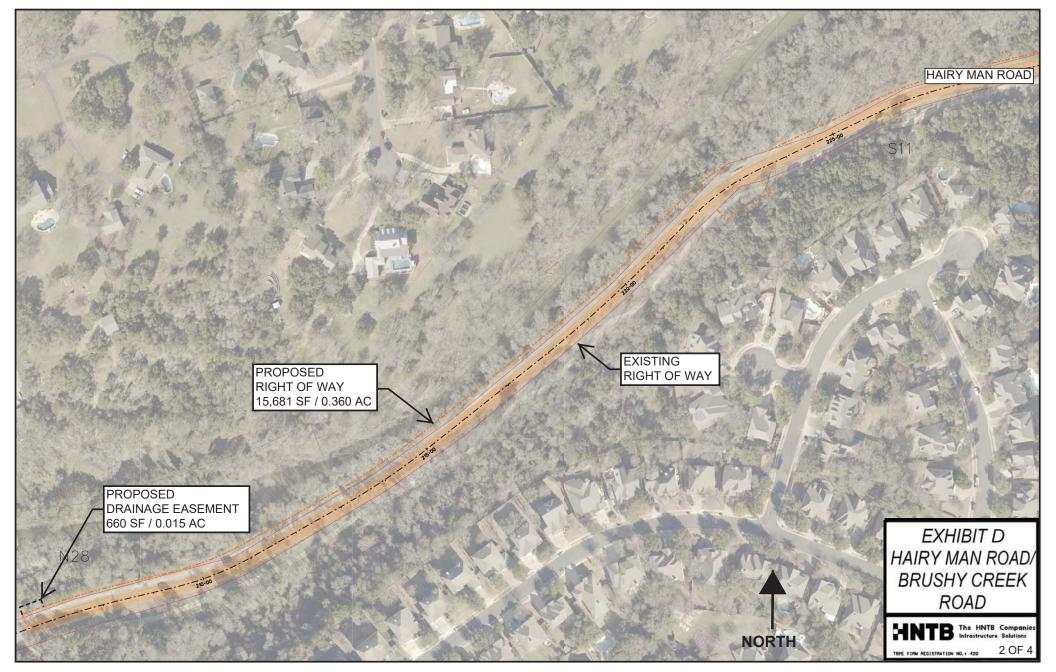
HECKED: XXX AUSTIN WILLIAMSON

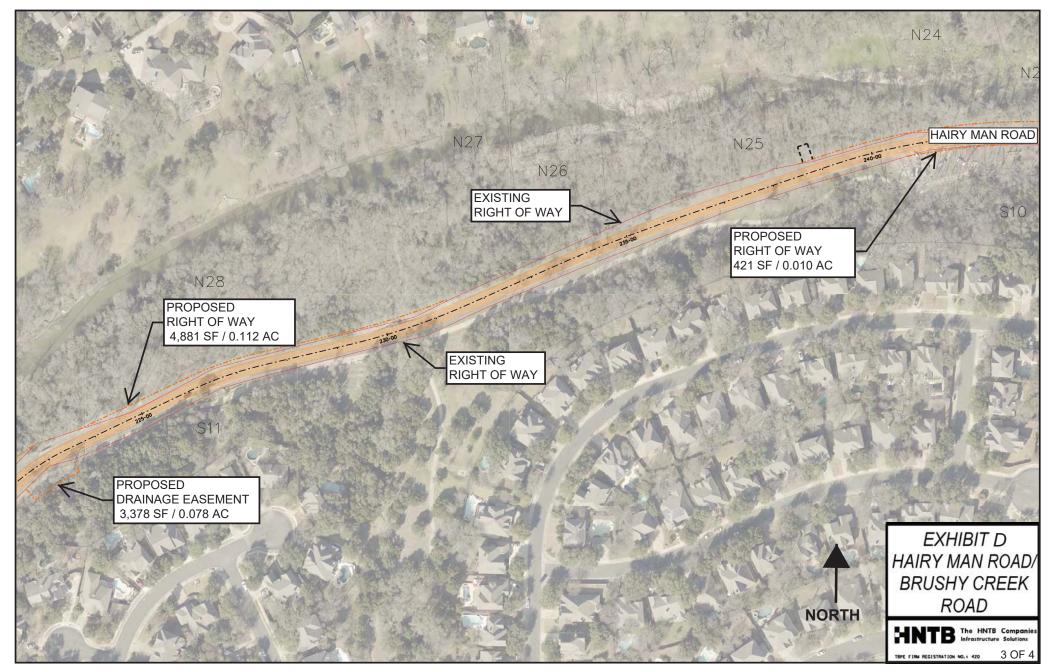


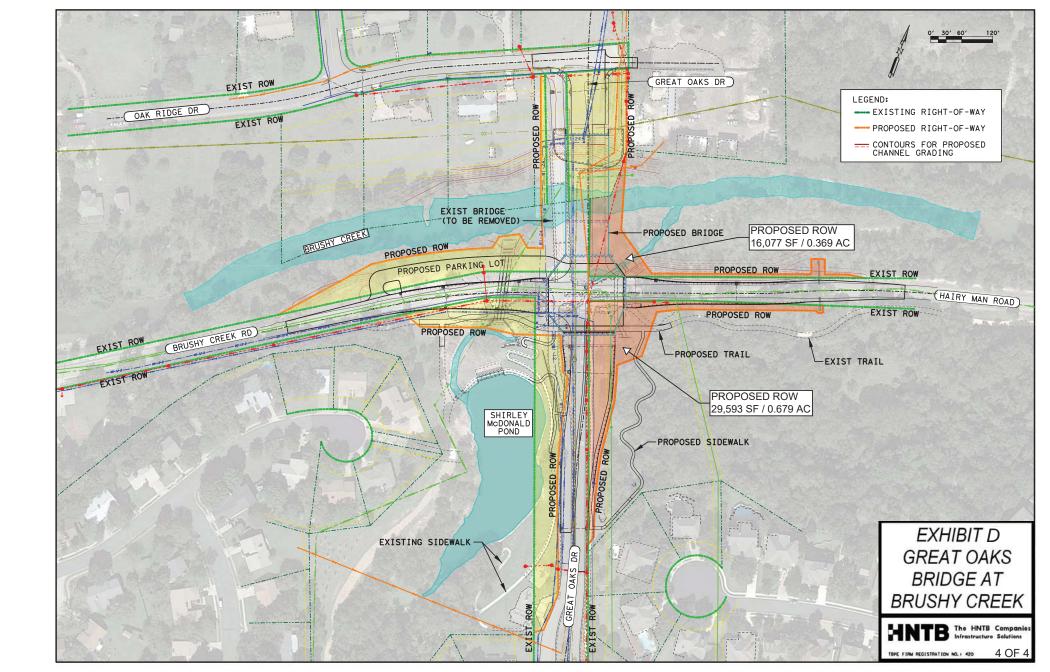












Meeting Date: 01/14/2020

Executive Session

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road

Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.) A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- I) 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

43.

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.
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 11:59 AM

Form Started By: Charlie Crossfield Started On: 01/09/2020 11:52 AM

Meeting Date: 01/14/2020

Economic Development

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road

Bond

44.

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
FIOIII/10	ACCLING.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 01/09/2020 11:59 AM

Form Started By: Charlie Crossfield Started On: 01/09/2020 11:53 AM